

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP Number – BAP-2017-01-PC

*Title – E-Filing Services for the Superior Courts of
California*

PROPOSALS DUE DATE AND TIME:

May 15, 2017, NO LATER THAN 3:00 P.M. PACIFIC TIME

TO: POTENTIAL PROPOSERS

FROM: The Judicial Council of California (JCC), on behalf of the Superior Courts of California

DATE: March 17, 2017

SUBJECT/PURPOSE OF MEMO: Request for Proposals (RFP)
The JCC on behalf of the Superior Courts of California seeks to enter into Master Agreements with suitable vendors that can provide both an electronic filing manager (EFM) and an indigent/government agency (I/GA) electronic filing service provider (EFSP) solution that can be employed by the courts to expand the adoption of e-filing across the state while supporting innovation and minimizing costs. Specifically, each EFM and I/GA EFSP solution hosted application suite should accomplish the following:

- Support e-filing statewide for all litigation types.
- Integrate with “core” case management systems (CMSs) employed by California courts, i.e., CMS applications provided by:
 - Journal Technology, Inc.
 - Justice Systems, Inc.
 - LT Court Tech, a Thomson Reuters business.
 - Tyler Technologies, Inc.

These CMSs are integrated with a document management system (DMS).

- Integrate with the SunGard ONESolution CMS employed by a California Superior Court that achieved certification of compliance with California Electronic Court Filing (ECF) standards.
- Provide accounting support to allow courts to reconcile for-fee EFSP filing.
- Provide a zero-cost e-filing option for indigent and government filers.

Proposers entering into a Master Agreement commit to implementing and operating these application services in any California Superior Court requesting to engage under a Participation Agreement as set forth in this RFP.

The proposed solution will be at no cost to the JCC or Superior Courts (i.e., the selected vendor will not be paid by those Judicial Branch Entities

[JBEs] for development, implementation, deployment, hosting, training, maintenance, support, etc. for the vendor portion of the solution for the duration of any resulting contract or renewal). This RFP includes a request that the vendor responding with a proposal ("Proposer") submit the cost recovery model the Proposer will employ with details on how the Proposer will benefit from the solution described in its proposal.

ACTION REQUIRED: You are invited to review and respond to this RFP as posted on the Judicial Council bid Web site at <http://www.courts.ca.gov/rfps.htm>.

Project Title: E-Filing Services for the Superior Courts of California

RFP Number: BAP-2017-01-PC

SOLICITATIONS MAILBOX: TCsolicitation@jud.ca.gov

DUE DATE & TIME FOR SUBMITTAL OF QUESTIONS: The deadline for submittal of questions pertaining to the solicitation document is:

3:00 p.m. (PDT) on March 28, 2017

MANDATORY PROPOSERS' CONFERENCE: A mandatory proposers' conference will be held via video conference:

11:00 a.m. (PDT) on March 24, 2017

PROPOSAL DUE DATE AND TIME: Proposals must be received by:

3:00 p.m. (PDT) on May 15, 2017

SUBMISSION OF PROPOSAL: Proposals should be sent to:

**Judicial Council of California
Attn: Procurement – Contracts Supervisor
RFP No. BAP-2017-01-PC
2850 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-4348**

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- Attachment 3: Bidder's Acceptance of Terms and Conditions
- Attachment 4: Payee Data Record Form

Attachment 5: General Certifications Form
Attachment 6: Darfur Contracting Act Certification
Attachment 7: Unruh Civil Rights Act and California Fair Employment and Housing Act Certification
Attachment 8: Iran Contracting Act Certification
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Exhibits

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Exhibit 3: Non-Functional Requirements
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1. BACKGROUND INFORMATION

1.1 Judicial Council of California and Superior Courts of California

The Judicial Council of California (JCC), chaired by the Chief Justice of California, is the chief policy-making agency of the California judicial system. The California Constitution directs the JCC to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the governor and the legislature. The JCC also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The JCC's staff assists both the JCC and its chair in performing their duties for the purpose of this Request for Proposal (RFP).

The Superior Court system in California comprises 58 trial courts, 1 in each county. Trial courts provide a forum for resolution of criminal and civil cases under state and local laws. As used within this RFP, the term "trial court" is used synonymously with Superior Court.

This RFP is being issued by the JCC's staff on behalf of the 58 Superior Courts of California (collectively, "Superior Courts," "trial courts," or "courts" and individually, a "Superior Court," "trial court," or "court").¹

1.2 California Information Technology Managers Forum

California Information Technology Managers Forum (CITMF) comprises IT management leaders serving the Superior Courts in various counties in the State of California. Individually they seek information technology products, services, and pricing for electronic filing manager (EFM) and indigent/government agency (I/GA) electronic filing service provider (EFSP) solution application services. They have come together as a group and are working with the JCC to accomplish this through Master Agreements. This RFP and competitive procurement is presented to establish a Master Software License and Services Agreement ("Master Agreement") with up to four proposers. Master Agreements will be entered into with the JCC for use by Superior Courts of California.

The JCC reserves the right to reject any and all proposals, in whole or in part, and to award or not award any contracts based on submitted proposals. The Superior Courts are free to conduct their own solicitations not connected with this RFP or any resulting contract. The Superior Courts are not obligated to purchase services under any contract that may result from this RFP.

¹ In this RFP, JCC and the trial courts are Judicial Branch Entities (JBEs). They may be referred to individually as "a JBE."

1.3 General Description and Process

- 1.3.1 **Description of Services.** The purpose of this RFP is to provide the Superior Courts with a pool of vendor solutions and pricing through Master Agreements. The resulting Master Agreements will be for EFM and I/GA EFSP solutions that are comprised of a combination of products and services to support implementation and ongoing operation of these hosted services. The ancillary services related to the delivery of the EFM and I/GA EFSP solution application services include professional and administrative services related to implementation and ongoing operations and support of these applications. These products and ancillary services are collectively known as “e-filing services.” The purpose of this RFP is to solicit proposals for e-filing services.
- 1.3.2 **Process.** Superior Courts may elect, but are not required, to purchase services under any Master Agreement that may be awarded as a result of this RFP. Superior Courts that elect to purchase services under a Master Agreement that has been awarded will enter into a Participation Agreement, substantially in the form of the sample Participation Agreement provided in Attachment 2 (JCC Standard Terms and Conditions), with the vendor that the Superior Court selects.

If multiple Master Agreements have been awarded, the Superior Court may select the vendor that best meets the Superior Court’s individual requirements and provides the best value to the Superior Court. Each Participation Agreement will incorporate the terms and conditions of the Master Agreement that has been awarded as a result of this RFP.

Based on the terms and conditions of the Master Agreement, each Participation Agreement will set forth the specific services, schedule, and fees to be provided to the individual Superior Court. Each Participation Agreement will constitute a separate independent contract between the vendor and the Superior Court signing the Participation Agreement. Any Master Agreement awarded as a result of this RFP is nonexclusive: The JCC may have other agreements for the same or similar services, and each Superior Court reserves the right to provide or have others provide the same or similar services.

1.4 California Superior Courts Automation

More than 40 of the 58 Superior Courts are modernizing their CMSs, employing applications from a set of four vendors. E-filing software licenses are included with some of these CMS applications. Self-Represented Litigant (SRL) Document Assembly software licenses are included by at least one provider. Case Access and Portal capabilities are included (at the trial court level) by all four statewide vendors. This has established the foundation for an array of e-services in the trial courts.

1.5 Challenges in Delivering E-Services

While an estimated 35 California courts have established some degree of e-filing, the Superior Courts and the communities they serve face several challenges in implementing, expanding, or enhancing e-filing services:

- E-filing is currently a trial-court-by-trial-court decision.
- Historically, there has been little coordination among the EFSPs for consistency.
- While the courts employing the most commonly used CMS are much more consistent across counties, some challenges remain:
 - The vendor of the most commonly used CMS has proved slow to
 - Support non-credit card payment types (adds costs to the EFSPs and ultimately the filer).
 - Support JCC financial gateways (adds costs to the filer).
 - Add EFSPs.
 - The vendor does not currently enable e-filing services for other courts.
- The courts and the communities they serve would benefit from:
 - Common work flows for e-filing review business practices.
 - A common set of filing codes for e-filing transactions.

The JCC and the Superior Courts are addressing these challenges through a series of work stream initiatives.

1.6 Information Technology Advisory Committee Work Streams

Under the guidance of the JCC Information Technology Advisory Committee (ITAC), court work groups have been commissioned to execute loosely coordinated work streams to establish master contracts for critical technology services employed by the courts. These include:

- Next-generation hosting.
- Identity and access management (IAM).
- Financial gateways (for online credit card payments).
- E-filing.

Under the guidance of the JCC ITAC, a group of courts have come together to execute a work stream to establish master contracts with multiple EFM providers that can be employed by the courts to expand the adoption of e-filing across the state while supporting innovation and minimizing costs. Specifically, each solution provider should accomplish the following:

- Support e-filing statewide for all case types.
- Integrate with core CMSs.
- Provide accounting support to allow courts to reconcile for-fee EFSP filing.
- Provide a zero-cost EFSP solution for indigent and government filers.

2. DESCRIPTION OF GOODS AND/OR SERVICES

2.1 Goals and Contract Term

JCC intends to award two to four leveraged procurement agreements, also referred to as “Master Agreements,” for an initial 5-year term and five 1-year options to renew to vendors that can supply the Superior Courts with the requested services. These Master Agreements encompass the products, services, and pricing of qualified vendors for use by the Superior Courts to:

- Obtain EFM services to manage the process by which all certified EFSPs can submit filings into the court’s CMS application.
- Provide a no-fee I/GA EFSP solution used by indigent filers and government agencies filing into the court.

These hosted services and certification process are described in context in Exhibit 9, Electronic Filing Manager Concept of Operations.

2.2 Scope

The scope of the RFP is to obtain specific, hosted e-filing services required to support the courts and their constituents in automatically filing into the court. This includes both an EFM and an I/GA EFSP solution.

An EFM is a hosted application service that acts as the intermediary between a court and the various EFSP solutions certified for filing into the California courts. It provides facilities for the court to maintain and enforce its e-filing court policies. The EFM application service provides an application for e-filing review by court staff and provides an automated conduit for the submission of e-filings to the court’s CMS and document management system (DMS). The EFM also provides the court an automated transaction and audit log of all filing and fee collection events and an accounting dashboard to aid in the reconciliation process completed daily by court accounting staff.

While an EFSP provides applications to collect and forward e-filings to the court, the EFM will engage with and accept filings from all California-certified EFSP solutions. In the

process, the EFM applies court e-filing policy and collects transaction details of the events in the processing of filings into the court. It manages the correspondence between an EFSP and the court regarding documents filed, filings accepted and rejected, and fees charged and collected.

In this role, the EFM enables the court to establish and maintain e-filing policy in automated files that are used to validate e-filing transactions. The EFM also provides an application that courts may choose to employ to review and accept or reject filings. This "Clerk Review" application will be provided on an optional basis. Courts may operate the EFM with this feature or without it.

The EFM provides an automated interface to the court's CMS and DMS. This interface transmits the filing in a manner that can be consumed by the CMS and DMS. When a filing into these systems has successfully completed, the EFM forwards notification of successful completion to the EFSP solution. In the event of an error, the EFM will relay that information.

Payment processing will be handled by entities fulfilling the role of the EFSP. In the California E-Filing model, the EFM role is largely a transaction pass-through that intermediates between the EFSPs and the court CMS. The EFM will collect e-filing transaction and financial data from the EFSPs filing into their application service. The EFM will provide an accounting dashboard to aid in the reconciliation process completed daily by court accounting staff. The accounting dashboard will combine EFSP financial data and court CMS financial data for the contracting court.

The Proposer must also provide an I/GA EFSP solution for qualifying filers into the participating court. This application service will provide basic assembly, filing, and service capabilities. It will not process payments, since this is a no-fee application service.

The Proposer selected to provide these EFM and I/GA EFSP solution application services will not be precluded from separately providing a fee-based EFSP solution. This fee-based EFSP solution will be engaged separately from this Master Agreement.

This scope is further described in the sections that follow:

2.2.1 Hosted EFM Operations. The EFM provider will operate a hosted application that will serve as the intermediary between EFSP solutions and court case management and document management systems. This hosted application will provide the following general functions:

- Employ the IAM service provided by the court to confirm EFSP solution and court employee identity and authority and provide the appropriate access to e-filing management services.
- Accept filings from all certified EFSP solutions.

- Accept transaction, audit, statistical, and accounting data from EFSP solutions for submission to the court and JCC.
- Provide automated notification of e-filing results to the EFSP submitting a filing.
- Provide an application for a court to establish and maintain court e-filing policy.
- Provide an application (which may be employed at a court's discretion²) for a court to review, approve, and reject filings.
- Submit filings to the court CMS and DMS.
- Submit transaction, audit, statistical, and accounting data to the court.
- Provide service-level performance reports to the JCC and participating courts for each service level specified in this RFP.

2.2.2 Hosted I/GA EFSP Solution Operations. Under the agreement resulting from this RFP, the Proposer will also provide a no-fee hosted I/GA EFSP solution application service to indigent and government agency filers. This I/GA EFSP solution provides applications to compile filings, file these with the courts, prepare documents for service, effect service, maintain records of these services, and report these records to the courts and JCC. It will provide these services at no fee exclusively to indigent and government filers. This hosted application will provide the following general functions:

- Register filers with the IAM Authority.
- Identify and authorize filers using the IAM Authority.
- Assemble e-filings.
- Submit e-filings to the EFM.
- Provide electronic service of documents.³
- Submit e-filing transaction and audit logs to the EFM.

2.3 Business and Functional Requirements

The selected and contracted Proposers must provide e-filing services that meet or exceed a set of minimum functional requirements in ongoing daily operations. These

² This application will be referred to as Clerk Review. Clerk Review will be a set of optional capabilities, labelled as Clerk Review in Exhibit 1. This optional capability is described in Exhibit 9, Electronic Filing Manager Concept of Operations, and Exhibit 10, Electronic Filing Technical Architecture and Standards. The court's election to employ the Clerk Review component will be established at the completion of the Participation Agreement.

³ "Electronic service" means service of a document on a party or other person by either electronic transmission or electronic notification. Electronic service may be performed directly by a party, by an agent of a party, including the party's attorney, or through an EFSP. "Electronic transmission" means the transmission

requirements are contained in Exhibit 1, EFM Functional Requirements, and Exhibit 2, EFSP Functional Requirements.

The Proposer shall refer to Exhibit 1, EFM Functional Requirements, and Exhibit 2, EFSP Functional Requirements, for the scope of features and capabilities the hosted services must reliably deliver. The Proposer shall respond to Exhibits 1 and 2 using Exhibit 8, Proposer Response Template.

2.4 Non-Functional Requirements

The hosted e-filing services provided by the selected and contracted Proposers must also meet a set of non-functional requirements. These requirements are contained in Exhibit 3, Non-Functional Requirements.

The Proposer shall respond to Exhibit 3 using Exhibit 8, Proposer Response Template.

2.5 Standards Management Service Requirements

The selected and contracted Proposers will collaborate with the JCC in the design, construction, and implementation of the California e-filing standards and operating architecture. This will involve collaboration with the JCC, participating courts, the certification authority, IAM authority, and payment gateways to define an architecture and supporting standards for e-filing. This will include the following activities:

- Participating in JCC-facilitated workshops to develop:
 - California-specific extensions to the Organization for the Advancement of Structured Information Standards (OASIS) ECF standards.
 - Standards for IAM and financial gateway services.
 - Standards compliance testing protocols.
 - The architecture that supports this e-filing environment.
 - A protocol for standards and architecture change management.
- Providing input on the development of standards, architecture, and protocols.
- Reviewing and providing feedback on these standards, architecture, and protocols as they are being drafted and approved.

of a document by electronic means to the electronic service address at or through which a party or other person has authorized electronic service. "Electronic notification" means the notification of the party or other person that a document is served by sending an electronic message to the electronic address at or through which the party or other person has authorized electronic service, specifying the exact name of the document served and providing a hyperlink at which the served document may be viewed and downloaded.

The Proposer shall refer to Exhibit 4, Standards Management Requirements, for scope of services and deliverables. The Proposer shall respond to Exhibit 4 using Exhibit 8, Proposer Response Template.

2.6 Implementation and Ongoing Service Requirements

The selected and contracted Proposer will implement and provide ongoing California standards-conformant EFM and I/GA EFSP solution application services under the Master Agreement. This will involve services to construct, test, and implement California standards-conformant interfaces between the EFM application and the following applications:

- The four core CMS applications, as implemented in the Superior Court with which the selected and contracted Proposer has established a Participation Agreement.
- The SunGard ONESolution CMS employed by a California Superior Court that achieved certification of compliance with California ECF standards.
- All California-certified EFSP solutions.
- California JCC IT Group-provided IAM application service.

This will also involve providing EFM and I/GA EFSP solution application services, maintenance, and support that meet or exceed certain requirements and service levels.

2.7 Development and Maintenance of Conformant Interfaces

In the context of implementation and deployment, the selected and contracted Proposers providing the EFM will create and maintain California standards-conformant interfaces for exchanging information with EFSP solutions and with CMS applications. This will include the following activities:

- Development of an interface to all California-certified EFSP solution applications that conform to California standards (developed as set forth in Section 2.5, above).
- Establishment, maintenance, and use of a standards-conformant automated interface with the IAM Authority.
- Testing and certification of the EFSP solution interface using a California-specified Certification Authority.⁴
- Development of an e-filing interface with all four of the core CMSs that are conformant to California ECF standards.

⁴ The role and operation of the Certification Authority is set forth in Exhibit 9, Electronic Filing Manager Concept of Operations.

- Development of an e-filing interface with the SunGard ONESolution CMS that is conformant to California ECF standards.
- Testing and certification of each CMS interface that is developed using a California-specified Certification Authority.
- Maintenance and recertification of these standards-conformant interfaces before updated interfaces are implemented.
- Publication of all certification test results.

The Proposer shall refer to Exhibit 5, Implementation and Deployment Requirements, for scope of services and deliverables. The Proposer shall respond to Exhibit 5 using Exhibit 8, Proposer Response Template.

2.8 Implementation and Deployment Services

Once a Participation Agreement has been established with a Superior Court, the selected and contracted Proposer will implement EFM and I/GA EFSP solution application services within the timeframes specified in the Participation Agreement. This will involve construction, configuration, implementation, operation, support, and maintenance of an e-filing interface with the CMS installed for the Superior Court. These implementation and deployment services are described in Exhibit 5, Implementation and Deployment Requirements, which provides the scope of services and deliverables.

The JCC and CITMF aim to select and contract with experienced proposers capable of executing an efficient project within the agreed-upon schedule. The Proposer shall refer to Exhibit 5, Implementation and Deployment Service Requirements, for scope of services and deliverables. The Proposer shall respond to Exhibit 5 using Exhibit 8, Proposer Response Template.

2.9 Application Service Operating Requirements

Both the I/GA EFSP solution and the EFM are mission-critical applications for the Superior Courts participating under the Master Agreement. The I/GA EFSP solution and the EFM hosted applications must meet certain minimum levels of service. These are described in Exhibit 6, Service Level Requirements, for scope of services and deliverables. The Proposer shall refer to Exhibit 6 for these requirements. The Proposer shall respond to Exhibit 6 using Exhibit 8, Proposer Response Template.

2.10 Maintenance and Support

Maintenance and support under any awarded Master Agreement must comply with the JCC's Standard Terms and Conditions (Attachment 2), which shall include, but not be limited to:

- Hosted application licensing.
- Application support and technical support for local configuration and installation of the hosted solution.
- End-user and technical support.
- Provision of periodic maintenance, legislative updates, and security upgrades per service-level standards and support agreements.
- Global configuration changes necessary to support business changes.
- Emergency support for break-fix situations.

The Proposer shall refer to Exhibit 7, Support and Maintenance Service Requirements, for scope of services and deliverables. The Proposer shall respond to Exhibit 7 using Exhibit 8, Proposer Response Template.

2.11 Proposer Warranty

The Services Warranty under any awarded Master Agreement must comply with the JCC's Standard Terms and Conditions (Section 22.B.i of Attachment 2). The Licensed Software Warranty must comply with the JCC's Standard Terms and Conditions (Section 22.B.ii of Attachment 2).

3. TIMELINE FOR THIS RFP

3.1 Proposed Procurement Schedule

Initial proposals are due by 3:00 p.m. (PDT) on May 15, 2017. Discussions with qualified Proposers are to be held starting 4 weeks after the initial proposal submission deadline. It is the JCC's intention to have signed Master Agreements within 120 days of the initial proposal submission deadline.

No.	Milestone	Date
1	JCC, on behalf of the Superior Courts of California, issues RFP	3/17/17
2	Deadline for Proposer to register for Proposers' Conference; submit requests to the Solicitations Mailbox (3:00 p.m. PDT)	3/23/17
3	Mandatory Proposers' Conference (video conference via WebEx) (11:00 a.m. PDT)	3/24/17
4	Deadline for Proposers to submit questions, requests for clarifications, or modifications to the Solicitations Mailbox (3:00 p.m. PDT)	3/28/17

No.	Milestone	Date
5	Post-Proposer Conference questions and answers posted and addenda issued, if required	4/11/17
6	Proposer solicitation specifications protest deadline	4/18/17
7	Mandatory initial proposal due date and time (3:00 p.m. PDT)	5/15/17
8	Request for discussions with Proposers (estimated date)	6/2/17
9	Discussions with Proposers	6/12/17 – 6/16/17
10	Final proposal due date and time (3:00 p.m. PDT)	6/30/17
11	Request for finalist presentation / demonstrations (if needed)	7/14/17
12	Finalists' presentations (solution demonstrations and interviews)	7/24/17 – 8/4/17
13	Notice of Intent to Award (estimated date)	8/11/17
14	Execution of Master Agreements (estimated date)	9/15/17
15	Anticipated Master Agreement term (5 years)	9/15/17 – 9/14/22
16	Anticipated Master Agreement optional term extensions (five 1-year extensions)	9/15/22 – 9/14/27

3.2 Mandatory Proposers' Conference

The JCC will hold a mandatory pre-proposal Proposers' Conference on the date identified in the timeline above. The pre-proposal Proposers' Conference will be held via video conference (WebEx). Proposers must attend this Proposers' Conference to be eligible to submit a response to this RFP.

NOTE: Proposers' Conference WebEx information will be sent out to all registered Proposers on the day before the conference.

4. RFP ATTACHMENTS

The following attachments and exhibits are included as part of this RFP.

4.1 Attachments and Forms

Attachment	Description
Attachment 1: Administrative Rules Governing RFPs	These rules govern this solicitation.
Attachment 2: JCC Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “vendor”) must sign a Judicial Council Standard Form Agreement containing terms and conditions substantially in the form of these terms and conditions (the “Terms and Conditions”). If exceptions are identified or additional provisions proposed, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly identifies the benefit to the JCC and the Superior Courts from the proposed changes and provides a written explanation or rationale for each proposed change. The following provisions within the Terms and Conditions are non-negotiable provisions (“Mandatory Terms”): Exhibit 2, Section 1.6 (nonexclusive agreement); Exhibit 8, Section 1 (Fees); and Exhibit 8, Section 3.a (Contractor’s Failure to Execute Participation Agreements). A material exception to a Mandatory Term will render a proposal non-responsive.
Attachment 3: Bidder’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. A material exception to a Mandatory Term will render a proposal non-responsive.
Attachment 4: Payee Data Record Form	This form contains information the Superior Courts require to process payments and must be submitted with the proposal.
Attachment 5: General Certifications Form	Proposer must complete and submit the General Certifications Form.
Attachment 6: Darfur Contracting Act Certification	Proposer must complete and submit the signed Darfur Contracting Act Certification.
Attachment 7: Unruh Civil Rights Act and California Fair Employment and Housing Act Certification	Proposer must complete and submit the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 8: Iran Contracting Act Certification	Proposer must complete and submit the Iran Contracting Act Certification.
Attachment 9: Small Business Declaration	Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation.

Attachment 10: Bidder DVBE Declaration	Proposer must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
Attachment 11: Bidder Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration.

4.2 Requirements and Court Informational Exhibits

Exhibit	Description
Exhibit 1	EFM Functional Requirements
Exhibit 2	EFSP Functional Requirements
Exhibit 3	Non-Functional Requirements
Exhibit 4	Standards Management Requirements
Exhibit 5	Implementation and Deployment Requirements
Exhibit 6	Service Level Requirements
Exhibit 7	Support and Maintenance Requirements
Exhibit 8	Proposer Response Template

4.3 Background Exhibits

Exhibit	Description
Exhibit 9	Electronic Filing Manager Concept of Operations
Exhibit 10	Electronic Filing Technical Architecture and Standards

5. SUBMISSION OF PROPOSALS

5.1 Proposal Structure

Proposers should respond to every section of this RFP, all attachments, and all exhibits. Vendors may download the original RFP documents from our Web site, www.courts.ca.gov/rfps.htm. These documents will be available in whole as the RFP and individually for your review and use.

A Proposer Response Template has been included (Exhibit 8) for standardization of responses. Proposals should provide straightforward, concise information that satisfies the requirements of Section 6, Proposal Contents, below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements and completeness and clarity of content.

5.2 Proposal Copies

Successful Proposers must submit an initial proposal and a final proposal. Both submissions must be completed by the respective deadlines. The Proposer must submit one original hard copy and an electronic version of the entire proposal on CD-ROM or USB memory stick/flash drive. The electronic files must be in PDF, Word, or Excel formats. The source Excel files used to prepare responses to Exhibits 1–7 must also be submitted. The originals must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.

5.3 Proposal Delivery Address

Proposals must be delivered by the date and time listed on the cover sheet of this RFP to:

Judicial Council of California
Attn: Procurement – Contracts Supervisor
RFP No. BAP-2017-01-PC
2850 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-4348

5.4 Late Proposals

Late proposals will not be accepted. Postmarks by the due date will not substitute for actual receipt of proposal by the JCC.

5.5 Original Proposal Delivery Methods

Only original written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g., FedEx), or hand delivery. Original proposals may not be transmitted by FAX or e-mail.

6. PROPOSAL CONTENTS

The following information must be included in the proposal using the Proposer Response Template (Exhibit 8). A proposal lacking any of the following information may be deemed non-responsive.

6.1 Organization Information and Qualifications

The Proposer must provide the following information about the organization and its qualifications.

- 6.1.1 **Proposer Information:** Proposer's name, address, telephone and FAX numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- 6.1.2 **Designated Representative:** Name, title, address, telephone number, and e-mail address of the individual who will act as Proposer's designated representative for purposes of this RFP.
- 6.1.3 **Reference Client Projects:** Names, addresses, and telephone numbers of a minimum of three clients for whom the Proposer has provided similar services. The JCC may check references listed by Proposer. Proposer must include a summary description of the engagement for each reference.

6.2 Team Qualifications

The Proposer must provide a description of the team or teams that will deliver services under the Master Agreement. This must identify individuals and Proposer organizations responsible for:

- 6.2.1 **Standards Management:** This must specify the manager leading the effort and the subject matter experts delivering each of those services. These are considered key staff members. For each key staff member, the Proposer must provide a resume describing the individual's background, experience, and ability in performing his/her proposed role and activities.
- 6.2.2 **Implementation and Deployment:** This must specify the manager leading the effort and the subject matter experts delivering each of those services. These are considered key staff members. For each key staff member, the Proposer must provide a resume describing the individual's background, experience, and ability in performing his/her proposed role and activities.
- 6.2.3 **Support and Maintenance:** This must specify the manager leading the effort and the subject matter experts delivering each of those services. These are considered key staff members. For each key staff member, the Proposer must provide a resume describing the individual's background, experience, and ability in performing his/her proposed role and activities.

6.3 Proposed Approach and Methods.

The Proposer must provide a description of the proposed approach for completing work under this Master Agreement.

6.3.1 **Standards Management:** The Proposer must describe its approach to collaborating with the JCC in the design, construction, and implementation of the California e-filing standards and operating architecture.

6.3.2 **Development and Maintenance of Conformant Interfaces:** The Proposer must describe its approach to the development and certification of the EFM and I/GA EFSP solution. This approach must describe the tasks and schedule for:

- The construction of the EFM and I/GA EFSP solutions.
- Development of California ECF conformation interfaces between these application services and the core CMSs, California ECF-conformant installations of the SunGard ONESolution CMS, California ECF-conformant EFSPs, and the IAM.
- Certification of the operation of these application services and interfaces.

6.3.3 **Implementation and Deployment:** The Proposer must describe its approach to the implementation of EFM and I/GA EFSP solutions for a Superior Court once a Participation Agreement has been completed. The guideline for implementation of a participating court is 6-9 months unless otherwise mutually agreed upon by the court and the Proposer. This approach must describe the tasks and schedule for implementation for a single court. The Proposer must also describe:

- What factors will impact the schedule for implementation construction of the EFM and I/GA EFSP solutions.
- The tasks, resources, and work products required from the participating court to ensure on-time implementation. This must describe the timeframe in which the court must perform these tasks and provide resources and work products.
- The factors that would cause variation in the schedule for implementation.
- The type, quantity, and time commitment of Proposer staff involved in each court implementation.
- The approach and capacity of the Proposer to successfully execute multiple concurrent implementations of EFM and I/GA EFSP solution application services.

6.3.4 **Integration with Non-Standard CMSs:** The Proposer must describe its approach to developing, testing, implementing, and deploying integration between a CMS that does not comply with the California ECF standards and the EFM and I/GA EFSP. This approach may include the use of an e-delivery product. The description must include a description of the operating capabilities of the proposed solution.

- 6.3.5 **Application Service Operations:** The Proposer must describe its approach to operating both the I/GA EFSP solution and the EFM in a manner that ensures that it meets the Service Level Requirements set forth in Exhibit 6.
- 6.3.6 **Support and Maintenance:** The Proposer must describe its approach to providing maintenance and support for the application services.

6.4 Responses to Requirements

Responses to the requirements listed in Exhibits 1 through 7 of this RFP must be provided in this section of the proposal. Proposers must use the Microsoft Excel template provided and complete all seven requirements worksheets (tabs). For each requirement, Proposers must fill in the response column with one of the choices below. If the Proposer wishes to provide any explanatory details, those should be included in the “Explanation” column next to the requirements. The following answer key should be used when responding to the requirements:

- 3 – The requirement is currently supported in the Proposer’s product and service offerings.
- 2 – The requirement is not supported in the current version of the proposed solution and service offerings, but the required feature is currently in development or testing and is planned for the next release of the proposed solution within 9 months.
- 1 – The requirement is not supported in the Proposer’s product and service offerings, but the Proposer plans to support the requirement in the proposed solution or as part of this procurement within 2 years.
- 0 – The requirement is not supported, and the Proposer has no plan to support it within 2 years.

Note: *Proposers must answer requirements with **only one of the above keys**. Any requirement that is answered in any other way will be treated as a negative/non-response.*

6.5 Fee Structure

Under the Master Agreement, the selected and contracted Proposers will receive revenue for successfully processing filings received from a fee-based EFSP and successfully submitted to the CMS of a Superior Court during the term of a Participation Agreement. This fee shall be charged to fee-based EFSPs. The Proposer shall not collect revenue from the JCC or a participating court for any of the e-filing services provided under the Master Agreement. No fees shall be collected from the JCC or a participating court for:

- Meeting functional requirements.
- Meeting standards management requirements.
- Implementation and ongoing service requirements.
- Development and maintenance of conformant interfaces.
- Implementation and deployment services.
- Meeting application service operating requirements.
- Providing maintenance and support.
- Providing a Proposer warranty.

The fee or fees to be charged to fee-based EFSPs will be specified in the Master Agreement. Proposer must specify that fee in the Fee Structure portion of the proposal (Exhibit 8). Initial proposal submission should be the best offer from a Proposer. Submissions must follow the RFP guidelines stated in Section 5.

6.6 Certifications, Attachments, and Other Requirements

- 6.6.1 **Proof of Good Standing:** If Proposer is a corporation, the Proposer must present proof that it is in good standing and qualified to conduct business in California.
- 6.6.2 **Business License:** Proposer must provide copies of current business licenses.
- 6.6.3 **Proof of Solvency:** Proposer must provide proof of financial solvency or stability (e.g., balance sheets and income statements).
- 6.6.4 **Acceptance of Terms and Conditions:** Proposer must complete and provide the Bidder's Acceptance of Terms and Conditions (Attachment 3). On Attachment 3, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation, or other change. A material exception to a Mandatory Term will render a proposal non-responsive.
- If exceptions are identified or additional provisions proposed, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes and a written explanation or rationale of the benefit to the JCC and the Superior Courts resulting from the proposed exception.
- 6.6.5 **Payee Data Record:** Proposer must complete and provide the Payee Data Record Form (Attachment 4).
- 6.6.6 **General Certifications:** Proposer must complete and provide the General Certifications Form (Attachment 5).
- 6.6.7 **Darfur Contracting Act Certification:** Proposer must complete and provide the Darfur Contracting Act Certification (Attachment 6).

- 6.6.8 **Unruh Civil Rights Act and California Fair Employment and Housing Act Certification:** Proposer must complete and provide the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7).
- 6.6.9 **Iran Contracting Act:** Proposer must complete and provide the Iran Contracting Act Certification (Attachment 8).
- 6.6.10 **Small Business Declaration:** Proposer must complete and provide the Small Business Declaration (Attachment 9) only if it wishes to claim the small business preference associated with this solicitation.
- 6.6.11 **Bidder DVBE Declaration:** Proposer must complete and provide the Bidder DVBE Declaration (Attachment 10) only if it wishes to claim the DVBE incentive associated with this solicitation.
- 6.6.12 **Bidder Declaration:** Proposer must submit a Bidder Declaration (Attachment 11) for each DVBE that will provide goods and/or services in connection with the contract. If Proposer itself is a DVBE, it must also complete and sign the Bidder DVBE Declaration.

7. OFFER PERIOD

A Proposer's proposal is an irrevocable offer for 180 days following the proposal due date. In the event a final contract has not been awarded within this period, the JCC reserves the right to negotiate extensions to this period.

8. EVALUATION OF PROPOSALS

As described in Attachment 1, Administrative Rules Governing RFPs, this solicitation process will follow a phased approach designed to increase the likelihood that proposals will be received without disqualifying defects. The additional steps will (1) ensure that Proposers clearly understand the requirements of the RFP before submitting a final proposal; (2) ensure that the evaluation team clearly understands what each Proposer intends to offer before proposals are finalized; and (3) provide the evaluation team and Proposer the opportunity to discuss weaknesses or potentially unacceptable elements of a proposal and provide the Proposer the opportunity to modify its proposal to correct such problems.

At the time proposals are opened, each proposal will be evaluated for the presence or absence of the required proposal contents. The initial proposals will be reviewed to determine which are responsive to all the requirements. The evaluation team will receive and review the initial proposal to determine whether the proposal (or a portion thereof):

- Is non-responsive to a requirement;
- Is otherwise defective; or
- Requires clarification so that the JCC may fully understand the proposed solution.

The JCC makes no warranty that all errors, defects, or other problems will be identified. The Proposer is solely responsible for submitting a proposal that is free of errors and defects and complies with all requirements.

Based on its review of the proposal(s), the evaluation team will prepare an agenda of items to be discussed separately with each Proposer and transmit the agenda to the Proposer. The agenda will include the identification of discovered defects, but may also include, but is not limited to, a discussion of the Proposer's solution, methodology, proposed support, implementation plans, validation plans, and proposed contracts, as appropriate. The evaluation team will arrange with each Proposer to discuss the items on the agenda. These discussions are confidential.

The primary purpose of the discussion is to ensure that the Proposer's final proposal will be responsive. The evaluation team may identify concerns, ask for clarification, and express its reservations if, in the opinion of the evaluation team, a particular requirement of the RFP is not appropriately satisfied.

At the conclusion of the discussions, the evaluation team will document the clarified items and how the Proposer will correct the noted items. The evaluation team may schedule additional discussions with a Proposer at its discretion. If additional discussions are scheduled, the process set forth above ("Confidential Discussions with Proposer") will be repeated. The evaluation team may require the resubmission of selected materials as part of this process.

The JCC may amend the RFP if, as a result of the Confidential Discussions with Proposer, it believes that the program would be more successful if changes are made to the requirements or RFP. If so, the JCC will restructure/amend the solicitation at that time. If this is the case, the JCC may request another round of initial proposals.

If, after discussion with a Proposer, the evaluation team is of the opinion that the proposal cannot be revised and resubmitted in a reasonable time to satisfy the requirements of the RFP, and that further discussion would not likely result in an acceptable proposal in a reasonable time, the evaluation team will give the Proposer written notice that the proposal has been rejected and that a final proposal submitted along such lines would be non-responsive.

In the next phase of the evaluation, the Proposers will submit final proposals. After final proposals are submitted, the evaluation team will review, evaluate, and score the final proposals using the evaluation criteria set forth in this RFP and the process described in Attachment 1. In this process, the JCC may, at its discretion, request presentations and demonstrations.

Based on the evaluation criteria and weighting set forth below, Master Agreements will be awarded to two to four of the highest scoring Proposers that can provide the requested services.

If a Master Agreement or Master Agreements is awarded, JCC staff will post notice of an intent to award at <http://www.courts.ca.gov/rfps.htm>.

Category	Factors	Total Possible Points
Fee Structure	Overall cost based on the fee structure described in the proposal and charged to filers and any other stakeholders.	20
Organization Information and Qualifications	Level of Proposer organization experience, financial stability, and qualifications.	15
Team Qualifications	Level of Proposer's service delivery teams' experience and qualifications.	5
Approach and Methods	Extent to which the proposed approach and methods are likely to deliver the services required in a cost-effective manner for the courts and filers.	20
Requirements Response	Degree to which the Proposer's proposed solution meets the requirements set forth in Exhibits 1-7 and narrative responses.	30
Acceptance of Terms and Conditions	Level of Proposer's acceptance of Terms and Conditions.	7
DVBE Incentive	DVBE incentive points.	3

9. FINALISTS' PRESENTATIONS (SOLUTIONS DEMONSTRATIONS AND INTERVIEWS)

The JCC may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in evaluation of the top-ranked proposals. The interview process may require a demonstration. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the JCC's offices. The JCC will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The JCC will notify eligible Proposers regarding interview arrangements.

10. CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each proposal will be retained by the JCC for official files and will become a public record. California JBEs are subject to Rule 10.500 of the California Rules of Court, which governs public access to Judicial Administrative Records (see www.courts.ca.gov/documents/title_10.pdf).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the JCC's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the JCC finds or reasonably believes that the materials marked confidential and/or proprietary are **not** exempt from disclosure, the JCC will disclose the information regardless of the marking or notation seeking confidential treatment.

Notwithstanding the above, the California Public Contract Code requires the public opening of certain proposals. If required to do so by the Public Contract Code, the JCC may disclose all information contained in a proposal, including information marked as confidential or proprietary.

11. SMALL BUSINESS PREFERENCE

11.1 Participation Not Mandatory

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

11.2 Small Business Enterprise (SBE) Incentive

Eligibility for and application of the small business preference is governed by the JCC's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Proposer will receive a small business preference if, in the JCC's sole determination, the Proposer has met all applicable requirements. If Proposer receives the SBE preference, the score assigned to its proposal will be increased by an amount equal to 5 percent of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

11.3 Qualification

To receive the small business preference, the Proposer must be either (i) a Department of General Services (DGS)-certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

11.4 Process

If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 9). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

11.5 Failure to Complete Forms

Failure to complete and submit the Small Business Declaration as required will result in the Proposer not receiving the small business preference. In addition, JCC staff may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.

11.6 Meeting SBE Commitments

If the Proposer receives the small business preference, (i) the Proposer will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE SMALL BUSINESS PREFERENCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

12. DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

12.1 Qualification Not Mandatory

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

12.2 DVBE Point Award

Eligibility for and application of the DVBE incentive is governed by the JCC's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the sole determination of JCC staff, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, points will be added to the score assigned to Proposer's proposal. The number of points that will be added is specified in Section 8, above.

12.3 Qualification

To receive the DVBE incentive, at least 3 percent of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan (BUP) on file with the California DGS.

12.4 Process

If Proposer wishes to seek the DVBE incentive:

- Proposer must complete and submit with its proposal the Bidder DVBE Declaration (Attachment 10). Proposer must also submit all materials required in the Bidder DVBE Declaration.
- Proposer must submit with its proposal a Bidder Declaration (Attachment 11) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must also complete and sign the Bidder Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a Bidder Declaration. **NOTE:** The Bidder Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

12.5 Failure to Complete Forms

Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the JCC may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.

12.6 Application of DVBE Incentive

If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information,

see the JCC's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

12.7 Meeting DVBE Commitments

If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the JCC approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

13. PROTESTS

Any protests will be handled in accordance with the Protest Procedures outlined in the Administrative Rules Governing RFPs (Attachment 1), Section K (Protest Procedures). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for JCC to receive a solicitation specifications protest is set forth in Section 3.1 (Proposed Procurement Schedule). The post-award protest deadline for submission will be 5 business days after the Notice of Intent to Award has been posted. The protesting party will have 10 calendar days after the JCC receives the protest to submit all required information. Protests should be sent to:

Judicial Council of California
Attn: Procurement – Contracts Supervisor
RFP No. BAP-2017-01-PC
2850 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-4348

ATTACHMENT 1

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. GENERAL

1. This solicitation document, the evaluation of proposals, and the award of any Master Agreement shall conform with current competitive bidding procedures as they relate to the Judicial Branch procurement of goods and services. A vendor responding with a proposal ("Proposer") must follow the instructions in this Attachment 1 and the solicitation document. Proposer's proposal is an irrevocable offer for one-hundred eighty (180) days following the deadline for its submission.
2. In addition to explaining the Judicial Council's requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

B. PHASED APPROACH

1. This solicitation process will follow a phased approach designed to increase the likelihood that proposals will be received without disqualifying defects. The additional steps will (1) ensure that Proposers clearly understand the requirements of the RFP before submitting a final proposal; (2) ensure that the evaluation team clearly understands what each Proposer intends to offer before proposals are finalized; and (3) provide the evaluation team and Proposer the opportunity to discuss weaknesses or potentially unacceptable elements of a proposal and provide the Proposer the opportunity to modify its proposal to correct such problems.
2. At the time proposals are opened, each proposal will be evaluated for the presence or absence of the required proposal contents. The initial proposals will be reviewed to determine which are responsive to all the requirements. The evaluation team will receive and review the initial proposal to determine if the proposal (or portion thereof):
 - Is non-responsive to a requirement;
 - Is otherwise defective; or
 - Requires clarification so that the Judicial Council may fully understand the proposed solution.
3. The Judicial Council makes no warranty that all errors, defects, or other problems will be identified. **The Proposer is solely responsible for submitting a proposal that is free of errors and defects, and complies with all requirements.**
4. Based on its review of the proposal(s), the evaluation team will prepare an agenda of items to be discussed separately with each Proposer and transmit the agenda to the Proposer. The agenda will include the identification of discovered defects, but may also include, but is not limited to, a discussion of the Proposer's solution, methodology, proposed support, implementation plans, validation plans, and proposed contracts, as appropriate. The evaluation team will arrange with each Proposer to discuss the items on the agenda. These discussions are confidential.
5. The primary purpose of the discussion is to ensure that the Proposer's final proposal will be responsive. The evaluation team may identify concerns, ask for clarification, and express its reservations if, in the opinion of the evaluation team, a particular requirement of the RFP is not appropriately satisfied.
6. At the conclusion of the discussions, the evaluation team will document the clarified items and how the Proposer will correct the noted items. The evaluation team may schedule

additional discussions with a Proposer at its discretion. If additional discussions are scheduled, the process set forth above (“Confidential Discussions with Proposer”) will be repeated. The evaluation team may require the resubmission of selected materials as part of this process.

7. The Judicial Council may amend the RFP if, as a result of the Confidential Discussions with Proposer, it believes that the program would be more successful if changes are made to the requirements or RFP. If so, the Judicial Council will restructure/amend the solicitation at that time. If this is the case, another round of initial proposals may be requested.
8. If, after discussion with a Proposer, the evaluation team is of the opinion that the proposal cannot be revised and resubmitted in a reasonable time to satisfy the requirements of the solicitation document, and that further discussion would not likely result in an acceptable proposal in a reasonable time, the evaluation team will give the Proposer written notice that the proposal has been rejected and that a final proposal submitted along such lines would be non-responsive.
9. In the next phase of the evaluation, the Proposers will submit final proposals. After final proposals are submitted, the evaluation team will review, evaluate, and score the final proposals using the process described in section J (Evaluation Process).

C. COMMUNICATIONS WITH THE JUDICIAL COUNCIL AND SUPERIOR COURTS REGARDING THE RFP

1. Except as specifically addressed elsewhere in this RFP, including directions pertaining to the submittal of proposals, Proposers shall contact the Solicitations Mailbox as identified on the cover memo of this RFP, for any communications regarding the RFP and award. Any Master Agreements awarded under this RFP will be executed only by authorized Judicial Council staff. Proposers must include the RFP Number in the subject line of any communication. Judicial Council staff is administrating this RFP on behalf of the Superior Courts of California.
2. Proposers are specifically directed NOT to contact the Judicial Council, Judicial Council staff, any of the superior courts participating in this RFP, or their personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with the Judicial Council, Judicial Council staff, any superior court participating in this RFP, or their personnel or consultants may be cause for rejection of the Proposer’s proposal.

D. QUESTIONS REGARDING THE RFP

1. If a Proposer’s question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question via email to the Solicitations Mailbox, identified on the cover memo of this RFP, conspicuously marking it as “CONFIDENTIAL.” With the question, the Proposer must submit a statement explaining why the question is sensitive. If Judicial Council staff concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If Judicial Council staff does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.
2. Proposers interested in responding to the solicitation may submit questions via email to the Solicitations Mailbox, identified on the cover memo of this RFP, on procedural matters related to the RFP or requests for clarification or modification of this solicitation no later than the due date and time, as set forth on the RFP cover memo. If the Proposer is

requesting a change, the request must set forth the recommended change and the Proposer's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and responses will be made available on the Judicial Council bid website at <http://www.courts.ca.gov/rfps.htm>.

E. ERRORS IN THE RFP

1. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify Judicial Council staff via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, Judicial Council staff may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.
2. If a Proposer fails to notify Judicial Council staff of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the timeline of the RFP, Proposer shall propose at its own risk. Furthermore, if Proposer is awarded a Master Agreement, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

F. ADDENDA

1. Judicial Council staff may modify the RFP before the final proposal due date and time listed in the timeline of the RFP by issuing an addendum. All addenda will be posted on the Judicial Council's bid website at <http://www.courts.ca.gov/rfps.htm>. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
2. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify Judicial Council staff via email to the Solicitations Mailbox listed on the cover memo of this RFP no later than one day following issuance of the addendum.

G. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying Judicial Council staff in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received by the Judicial Council staff no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

H. ERRORS IN THE PROPOSAL

If errors are found in a proposal, Judicial Council staff may reject the proposal; however, Judicial Council staff may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for contract award), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

I. RIGHT TO REJECT PROPOSALS

1. Judicial Council staff may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. Waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Proposer from full compliance with solicitation document specifications. Judicial Council staff reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the Judicial Council and the Superior Courts. Moreover, Judicial Council staff reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the courts in the State of California.
2. In addition to the right to reject any and all proposals, in whole or in part, Judicial Council staff also reserves the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparing the proposal. The original and one copy of a submitted proposal will be retained for official files and becomes a public record.

J. EVALUATION PROCESS

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a proposal to be rejected.
3. Proposals that contain false or misleading statements may be rejected if, in the opinion of the Judicial Council's staff, the information was intended to mislead the Judicial Council staff or the Superior Courts regarding a requirement of the solicitation document.
4. During the evaluation process, Judicial Council staff may require a Proposer's representative to answer questions with regard to the submitted proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

K. PROTEST PROCEDURE

1. General
Failure of a Proposer to comply with the protest procedures set forth in this *Section K - Protest Procedures*, will render a protest inadequate and non-responsive, and will result in rejection of the protest.
2. Prior to Submission of Proposal
An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the due date and time for submittal of proposals, as set forth in the RFP timeline. The protestor shall have exhausted all administrative remedies discussed in this *Attachment 1* prior to submitting the protest. Failure to do so may be grounds for denying the protest.

In no event will Judicial Council staff consider a protest if all proposals have been rejected or the solicitation was cancelled for any reason.

3. After Notice of Intent to Award/Not to Award.

A Proposer submitting a proposal may protest the Judicial Council's intent to award based upon allegations of improprieties occurring during the proposal evaluation or selection period if it meets all of the following conditions:

- a. The Proposer has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The Proposer believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The Proposer believes that another Proposer submitting a proposal for an award was incorrectly selected.

Protests must be received no later than five (5) business days after the Notice of Intent has been posted on the Judicial Council's website.

In no event will Judicial Council staff consider a protest if all proposals have been rejected or the solicitation was cancelled for any reason.

4. Form of Protest

A Proposer who is qualified to protest should submit the protest to the individual addressed under Submission of Proposals, as set forth in the RFP cover memo, who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted on the RFP cover memo under Submission of Proposals. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, Proposer, physical and electronic addresses, and telephone and facsimile numbers of the party protesting or their representative.
- c. The title and number of the solicitation document under which the protest is submitted shall be identified.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

Judicial Council staff, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, Judicial Council staff will not consider such new grounds or new evidence.

5. Determination of Protest Submitted Prior to Submission of a Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, Judicial Council staff will provide a written determination to the protestor prior to the date and time for submittal of proposals, as set forth on the RFP cover memo. If required, Judicial Council staff may extend

such proposal due date and time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and Judicial Council staff, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of a Proposal

Upon receipt of a timely and proper protest, Judicial Council staff will investigate the protest and will provide a written response to the Proposer within a reasonable time. If Judicial Council staff requires additional time to review the protest and is not able to provide a response within ten (10) business days, Judicial Council staff will notify the protester. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. Judicial Council staff, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process

The Contracting Officer's decision shall be considered the final action by Judicial Council staff unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Judicial Council's Principal Manager of Procurement, at the same address set forth under Submission of Proposal on the RFP cover memo, within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. Decision of the Contracting Officer was in error of law or regulation.

The protester's request for appeal shall include:

- a. Name, protester, physical and electronic addresses, and telephone and facsimile numbers of the proposer filing the appeal or their representative;
- b. Copy of the Contracting Officer's decision;
- c. Legal and factual basis for the appeal; and
- d. Ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Judicial Council's Principal Manager of Procurement will send the appeal to the Judicial Council's legal counsel to review the request and the Contracting Officer's decision. The Judicial Council's Principal Manager of Procurement shall issue a final determination. The decision of the Judicial Council's Principal Manager of Procurement shall constitute the final action of the Judicial Council.

8. Protest Remedies

If the protest is upheld, the Judicial Council will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Judicial Council and the Superior Courts, the urgency of the procurement, and the impact of the recommendation(s) on the Judicial Council and the

Superior Courts. The Judicial Council may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-solicit the requirement;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

L. DISPOSITION OF MATERIALS

All materials submitted in response to this solicitation document will become the property of the State of California. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a Proposer considers as confidential but does not meet the disclosure exemption requirements of the California Rule of Court 10.500 should not be included in the Proposer's proposal as it may be made available to the public.

M. COST OF PROPOSAL

The Proposer is solely responsible for all costs associated with preparing, presenting and submitting of the response to this RFP.

N. AWARD AND EXECUTION OF AGREEMENT

1. Award of a Master Agreement or Master Agreements, if made, will be in accordance with the solicitation document to a responsible Proposer submitting proposals compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by Judicial Council staff.
2. Judicial Council staff reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.
3. Judicial Council staff will make a reasonable effort to execute any Master Agreement based on this solicitation document within sixty (60) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
4. A Proposer submitting a proposal must be prepared to use the Judicial Council's standard contract form rather than its own contract form.
5. Upon award of a Master Agreement, the Master Agreement shall be signed by the Proposer(s) in two original contract counterparts and returned, along with the required attachments, to Judicial Council staff no later than ten (10) calendar days of receipt of the Master Agreement from or prior to the end of June 2017 if the award is at fiscal year-end. The period for execution may be changed by mutual agreement of the parties. Master Agreements are not effective until executed by both parties and approved by the appropriate Judicial Council official(s). Any work performed prior to receipt of a fully executed agreement shall be at Proposer(s)' own risk.

O. FAILURE TO EXECUTE THE MASTER AGREEMENT

Failure to execute a Master Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the successful Proposer(s) refuse or fail to execute the Master Agreement, Judicial Council staff may award the agreement to the next qualified Proposer(s).

P. DECISION

Questions regarding award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the Solicitations Mailbox as set forth on the RFP cover memo.

Q. NEWS RELEASES

News releases pertaining to the award and execution of a Master Agreement may not be made without prior written approval of Judicial Council staff.

R. ANTI-TRUST CLAIMS

1. In submitting a proposal, the Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the Judicial Council all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the Judicial Council or Superior Courts pursuant to the proposal. Such assignment shall be made and become effective at the time the Judicial Council or a Superior Court tenders final payment to the Proposer. (See Government Code section 4552.)
2. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid.
3. Upon demand in writing by the Proposer, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action. (See Government Code section 4554.)

S. AMERICANS WITH DISABILITIES ACT

The Judicial Council complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to Solicitations Mailbox set forth on the RFP cover memo.

T. FEASIBILITY STUDIES AND ACQUISITION RECOMMENDATIONS

Proposals in response to procurements for assistance in the preparation of feasibility studies or the development of recommendations for the acquisition of IT goods and services must disclose any financial interests (e.g., service contracts, original equipment manufacturer (OEM)

agreements, remarketing agreements) that may foreseeably allow the Proposer to benefit materially from the Judicial Council's adoption of a course of action recommended in the feasibility study or of the acquisition recommendations.

END OF ATTACHMENT 1

**REQUEST FOR PROPOSALS
FOR COURT E-FILING
MASTER AGREEMENT
BY
JUDICIAL COUNCIL OF CALIFORNIA
FOR BENEFIT OF
PARTICIPATING JUDICIAL BRANCH ENTITIES**

**ATTACHMENT 2
Standard Terms and Conditions**

MASTER AGREEMENT

<p>AGREEMENT [Agreement number]</p>

1. In this Master Agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “Establishing Judicial Branch Entity” or “Establishing JBE” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the California Superior Courts identified in Exhibit 1 (Definitions). Each California Superior Court that enters into a Participation Agreement with Contractor pursuant to this Agreement is a “Participating Entity” (collectively, the “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “Judicial Branch Entities” or “JBEs” and individually as “JBE”.

2. This Agreement is effective as of **[Date], 2017** (“Effective Date”) and expires on **[Date], 20__** (“Expiration Date”).
This Agreement includes one or more options to extend through **[Date], 20__**.

3. The title of this Agreement is: Master Agreement for **Electronic Filing Services Software, Professional Implementation, and Support and Maintenance Services**.

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

4. The parties agree that this Agreement, made up of this coversheet, the Exhibits listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

<p>Exhibit 1 – Definitions Exhibit 2 – Background and Purpose Exhibit 3 – General Terms and Conditions Exhibit 4 – Licensed Software and Additional Terms Exhibit 5 – Specifications Exhibit 6 – Statement of Work Exhibit 7 – Acceptance and Sign-Off Form</p>	<p>Exhibit 8 – Fees, Pricing and Payment Terms Exhibit 9 – Maintenance and Support Exhibit 10 – Training Exhibit 11 – Transition Services Exhibit 12 – Participation Agreement</p>
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ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	[Contractor name]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS [Address]	ADDRESS [Address]

EXHIBIT 1

DEFINITIONS

1. **Agreement:** the entire integrated master agreement, including all contract documents, Exhibits, Attachments, and Amendments incorporated therein, signed by the Establishing JBE and Contractor, for performance of the Work.
2. **Amendment:** written contract document issued by a JBE, and signed by both Contractor and the JBE, which, in the case of the Establishing JBE, modifies the Agreement or, in the case of any Participating Entity, modifies the Participating Entity's Participation Agreement, including any (1) change in the Work; (2) change in fees, pricing and payment terms; (3) change in schedule for delivery and performance of Work; or (4) change to other terms and conditions.
3. **Appropriation Year:** authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year.
4. **Confidential Information:** (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement or any Participation Agreement, (ii) all information related to the business of the JBE that may be obtained orally, in writing, or from any source, or on any JBE mainframe, JBE or judicial branch computer network or workstation, and all software, whether owned or licensed by the JBE and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the JBE concerning the past, present, or future official business and/or the results of the provision of services to the JBE, and (iv) information relating to JBE personnel and JBE users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
5. **Contractor:** individual or entity, contracting with the JBEs to do the agreed Work and supply any Deliverable under this Agreement and any Participation Agreement. Contractor is a party to this Agreement.
6. **Data:** information, including, but not limited to, Confidential Information, personal information, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
7. **Data Safeguards:** the highest industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the JBE Data or Confidential Information, and such other related safeguards that are set forth in applicable laws, a Statement of Work, or pursuant to JBE policies or procedures.

8. **Deliverable(s):** hardware, Licensed Software, third party software, firmware, documentation, services or other items, specified in the Agreement or any Participation Agreement, that Contractor shall complete and deliver or submit to JBEs.

9. **Documentation:** (i) all documentation published by Contractor for the Licensed Software, and (ii) all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Deliverables; together with all Upgrades thereto.

10. **Licensed Software:** Contractor's commercially available Software applications set forth in Exhibit 4 (Licensed Software and Additional Terms), together with all Upgrades thereto.

11. **Maintenance:** enhancements, upgrades and new releases of the Licensed Software (including without limitation those updates required to allow the Licensed Software to operate properly under new releases of the operating system or database platform), which Contractor agrees to provide the JBEs under the provisions of Section 4 (Maintenance and Support Services) of Exhibit 3 (General Terms and Conditions) and Exhibit 9 (Maintenance and Support).

12. **Maintenance Release(s):** those modules, improvements, enhancements, upgrades or extensions to the Licensed Software as more particularly defined in Exhibit 9 (Maintenance and Support).

13. **Material(s):** all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.

14. **Notice:** written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either: (1) depositing in the U.S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or (2) hand-delivery to the other party's authorized representative, as set forth in this Agreement. This Notice shall be effective on the date of receipt.

15. **Participating Entities:** Each and any of the 58 California Superior Courts shall have the right to participate in this Agreement and become a Participating Entity by executing a Participation Agreement with Contractor.

16. **PCC:** California Public Contract Code.

17. **Project Lead:** Contractor's representative who will operate as the main interface with the JBE regarding the Work to be performed under this Agreement or any Participation Agreement. Contractor's Project Lead may vary by Participating Entity.

18. **Project Manager:** JBE representative who will operate as the main interface between

Contractor and the JBE regarding the Work to be performed under this Agreement and each Participation Agreement.

19. **Source Code:** the source language code of the Licensed Software as the same is written by the programmers thereof.

20. **Specifications:** collectively (i) the functional specifications for the Licensed Software, as such functional specifications may be developed and revised from time to time, and (ii) the additional specifications required by a JBE to be implemented in addition to the specifications for the Licensed Software. Specifications include, without limitation, the technical specifications for the Licensed Software as established in the Documentation accompanying the Licensed Software. The Specifications in effect as of the Effective Date of this Agreement are set forth in Exhibit 5 (Specifications).

21. **Stop Work Order:** written notice to Contractor from a JBE, directing Contractor to stop performance of Work for a period of ninety (90) days, or for a longer period by mutual agreement of the parties.

22. **Subcontractor:** a person or business entity that has a contract (as an independent contractor and not an employee) with Contractor to provide some portion of the Work of this Agreement.

23. **Support Services:** those services required to support or maintain the Licensed Software, in accordance with the terms of Section 4 (Maintenance and Support Services) of Exhibit 3 (General Terms and Conditions) and Exhibit 9 (Maintenance and Support).

24. **Task:** one or more functions, services, or actions, as specified in this Agreement or a Participation Agreement, to be performed by Contractor for the JBE.

25. **Third Party:** any individual or entity not a party to this Agreement.

26. **Transition:** Contractor assistance services necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor's subcontractor to the JBE or its designee, in the event of termination of this Agreement or a Participation Agreement.

27. **Upgrades:** means all new versions, bug fixes, error-corrections, workarounds, patches and new releases of Licensed Software and/or Documentation.

28. **Work:** any or all labor, services, Deliverables, training, equipment, supplies, Materials, Tasks, and any other items (including the Licensed Software) or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of this Agreement or a Participation Agreement. Work may also include Tasks, Deliverables, and/or submittals required by individual work order(s) or Statements of Work.

END OF EXHIBIT 1

EXHIBIT 2

BACKGROUND AND PURPOSE

1. Background, Purpose, and Ordering.

- 1.1 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. This Agreement does not obligate a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of Work.
- 1.2 Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participation Agreement with Contractor in the form attached as Exhibit 12 (Participation Agreement). Pricing for Work shall be in accordance with the prices and fees set forth in this Agreement. After a Participation Agreement has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participation Agreement in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participation Agreement.
- 1.3 Each Participation Agreement constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participation Agreement, subject to the following: (i) each Participation Agreement shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participation Agreement; (ii) the Participation Agreement may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participation Agreement may not extend beyond the expiration date of the Agreement. The Participation Agreement and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participation Agreement from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of each Participation Agreement between the Contractor and a Participating Entity. Failure by Contractor to timely execute a Participation Agreement in accordance with this Agreement shall be a material breach of this Agreement. The Participating Entities (other than the Establishing JBE) are third party beneficiaries of this Agreement, and they may enforce their rights and seek remedies pursuant to this Agreement.
- 1.4 Any term in a Participation Agreement (including a Participating Entity's Statement of Work) that conflicts with or alters any term of this Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and that Participating Entity. Fees and pricing in any Participation Agreement may not exceed the fees and pricing set forth in this Agreement for the applicable Work.

- 1.5** The JBE signing the Participation Agreement shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participation Agreement; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participation Agreement signed by such JBE, nor shall any breach by a JBE under a Participation Agreement give rise to a breach under any other Participation Agreement or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participation Agreement), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.6** This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

END OF EXHIBIT 2

EXHIBIT 3

GENERAL TERMS AND CONDITIONS

1. Scope of Work; Acceptance; Prior Work.

A. Scope of Work; Statement of Work. Pursuant to a Participating Entity's statement of work ("Statement of Work") (in a form substantially similar to the model Statement of Work set forth in Exhibit 6), Contractor will perform and complete all Work set forth in a Participation Agreement, including any attachments, in compliance with the requirements of this Agreement, and to the satisfaction of the Participating Entity. The Statement of Work shall, at a minimum, include:

- i) itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
- ii) a milestone schedule for the completion of the services, Deliverables, and Work;
- iii) any acceptance criteria in addition to the acceptance provisions set forth in Section 1(B) below;
- iv) the personnel to be assigned, along with their job classification, if applicable;
- v) if applicable, the anticipated number of hours to be expended by each such person in the performance of Statement of Work;
- vi) the name of Contractor's Project Lead, if applicable; and
- vii) a project plan that addresses the scope and detail of services to be performed.

B. Acceptance.

- i) All Work and Deliverables provided by Contractor under this Agreement are subject to written acknowledgement and acceptance by the JBE's Project Manager. The JBE's Project Manager will apply the acceptance criteria set forth in the applicable Statement of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.
- ii) The JBE's Project Manager may use the Acceptance and Sign-off Form, in the form provided in Exhibit 7 (Acceptance and Sign-Off Form), to notify the Contractor of acceptance or non-acceptance.

iii) If the Work is not acceptable, the JBE's Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of the Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non- acceptance. Thereafter, the parties shall repeat the process set forth in this Section 1(B)(iii) until Contractor's receipt of the JBE's written acceptance of such corrected Work; provided, however, that if the JBE rejects any Work on at least two (2) occasions, the JBE may terminate that portion of this Agreement which relates to the rejected Work at no expense to the JBE.

iv) If the JBE rejects any services or Work after payment to Contractor, the JBE may exercise all contractual and other legal remedies.

C. Prior Work. Prior work, performed by Contractor pursuant to the JBE's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

D. Non-Exclusivity. This is a non-exclusive agreement. The JBEs reserve the right to perform, or have others perform the Work of this Agreement. The JBEs reserve the right to request bids for the Work from others or procure the Work by other means.

2. Changes in Work; Stop Work.

A. Changes in Work.

i) The JBEs reserve the right to require Contractor to make changes in the Work, as set forth in the applicable Statement of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

ii) For any change proposed by a JBE or Contractor, Contractor will submit in writing:

a) a description of the proposed change and the reasons for the change;

b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and

c) a statement of the expected impact on schedule.

iii) If the JBE and Contractor agree on a change, the JBE will issue an Amendment documenting the change, for the parties' execution.

iv) If the parties cannot agree to the terms of a change, Contractor will proceed diligently with the Work unless otherwise directed by the JBE, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from the JBE. All costs for changes performed by Contractor without the JBE's prior written approval will be at Contractor's sole risk and expense.

B. Stop Work.

i) The JBE may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

ii) Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the JBE during the applicable Stop Work period. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the JBE will either cancel the Stop Work Order or terminate the Work, as provided in Section 26 (Termination).

iii) If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. The JBE may make an equitable adjustment in the delivery schedule, the contract price, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the applicable Stop Work period.

iv) If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, the JBE may allow reasonable costs resulting from the Stop Work Order.

v) The JBE will not be liable to Contractor for loss of profits because of any Stop Work Order.

3. Software License.

A. Grant of Rights.

i) Contractor grants to the JBE a perpetual, irrevocable, worldwide, non-exclusive license to: (a) install and use the Licensed Software for the purpose of conducting the JBE's business; and (b) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes. The JBE's rights hereunder shall permit the installation and/or reproduction and copying of the Licensed Software, or portions thereof, to the extent reasonably necessary to

enable access to and use of the Licensed Software by, (a) any law enforcement, immigration, judicial or other governmental entity for purposes reasonably related to the administration of the courts of the State of California, (b) any court user or party needing the Licensed Software for the purpose of connecting to, making use of (such as lawyers, litigants, parties and the general public) or supporting the operations of the courts of the State of California, (c) third parties that perform processing services and/or disaster recovery services for the JBE or on behalf of JBE as long as the Licensed Software is used only as defined herein, and (d) the JBE's service providers, but only in connection with their providing of services to the courts of the State of California. Such use and access may be directly enabled or web enabled via Internet or intranet or enabled via any other communication facility.

ii) Notwithstanding any other provision in this Agreement, JBE third-party contractors (which shall include the agents, employees and contractors of the Judicial Council of California) may: (a) install, use and host the Licensed Software for the benefit of the JBE at the facilities of the JBE or the facilities of Contractor or third-party contractors; (b) install and use the Licensed Software for the purpose of providing the JBE with implementation and configuration services in connection with the Licensed Software; (c) install and use the Licensed Software for the purpose of maintaining and supporting the Licensed Software for the benefit of the JBE; and (d) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes.

B. License Restrictions; Additional Terms

i) **License Restrictions.** Unless expressly permitted in this Agreement or as permitted by applicable law, the JBE shall not (a) transfer, rent or lease the Licensed Software or its usage without Contractor's prior written consent, or (b) reverse engineer, decompile, or disassemble any portion of the Licensed Software. Any permitted transfer of the Licensed Software must include all updates and all prior versions thereof. Except with regard to any permitted transfers hereunder, the JBE shall keep the Licensed Software confidential and utilize its best efforts to prevent the unauthorized disclosure or use of the Licensed Software, and shall require its employees and third party Contractors to comply with such obligation.

ii) **Additional License Terms.** The JBE and Contractor agree to the license terms, if any, set forth in Exhibit 4 (Licensed Software and Additional Terms), as additions to (as applicable) the terms of this Section 3(B)(ii). In the event that the additional terms set forth in Exhibit 4 (Licensed Software and Additional Terms) directly conflict with the terms of this Exhibit 3 (General Terms and Conditions), the terms of this Exhibit 3 shall control.

4. Maintenance and Support Services.

A. Maintenance. Except as otherwise provided in Exhibit 9 (Maintenance and Support), during the term of this Agreement, Contractor shall provide the JBE with Maintenance for the Licensed Software as follows: (i) such improvements, enhancements, upgrades, updates, new releases, extensions and other changes to the Licensed Software, as and when made generally available by Contractor to its other customers, including but not limited to modifications, improvements, renamed products, correction of defects, and fixes relative to the usual, general, and ordinary use and application of the Licensed Software; (ii) updates to the Licensed Software if and as required to cause the Licensed Software to operate under new versions or releases of the JBE's then-current operating system or database platform, within a reasonable time after the general release of such new versions or releases; (iii) updates to the Licensed Software if and as required to cause the Licensed Software to support business operations of the JBEs conducted in order to comply with specific provisions of California and other applicable law, as and when such law may change from time to time during the term; and (iv) Maintenance Releases to the Licensed Software if and as required.

Maintenance Releases shall not include those new modules, improvements, enhancements, upgrades or extensions which provide additional features or additional material functionality not provided or performed by the Licensed Software originally licensed to the JBE; provided, however, that such new modules, improvements, enhancements, upgrades or extensions which provide additional features or additional material functionality shall be considered Maintenance Releases (a) in the event that such modules, improvements, enhancements, upgrades or extensions are distributed by Contractor free of charge to its customers, (b) if Contractor requires the JBE to install such new module, improvement, enhancement, upgrade or extension in order to receive or continue receiving a Maintenance Release(s) of the Licensed Software, or (c) if such modules, improvements, enhancements, upgrades or extensions constitute a new product, released by Contractor as a substitute for the Licensed Software, under circumstances where Contractor discontinues releases of or support for the Licensed Software.

B. Installation of Maintenance Releases. The JBE agrees to install or permit the installation or implementation of all Maintenance Releases such that, after the JBE's acceptance of the Licensed Software and at all times thereafter during the term, the version of the Licensed Software in use by the JBE either (i) was first made generally available by Contractor within thirty-six (36) months of then-current date, or (ii) is within one (1) major release of the most recent release of the Licensed Software made generally available by Contractor; provided, however that the JBE shall have the right to refuse the installation or implementation of any such Maintenance Release that necessitates: (i) re-training of the JBE's users, (ii) conversion of the JBE's case management system to a new platform or operating system, or (iii) significant reprogramming or reconfiguration of the Licensed Software. During the term of this Agreement, the JBE may request that Contractor provide, pursuant to a separate

agreement for professional services, a Maintenance Release for the Licensed Software to permit the JBE to implement a new or different database platform or operating system for the JBE's case management system. If Contractor refuses to provide such Maintenance Release within a commercially reasonable period, then the JBE may terminate this Agreement or the applicable Participation Agreement in accordance with Section 26(A) ("Termination for Cause by Court").

C. Support Services. During the term of this Agreement and each Participation Agreement, Contractor shall provide to the JBE the Support Services, via such method as is appropriate given the nature of the required Support Services, including without limitation telephone support, remote access support or in-person support at the JBE's location or such other location as JBE may specify, all as more particularly described in Section 1 (Classification of Errors) of Exhibit 9 (Maintenance and Support).

D. Support Service Levels. In the event that the Licensed Software fails to perform in accordance with the Specifications or otherwise contains errors, defects, bugs, nonconformity or malfunctions, the JBE shall notify the Contractor of such condition, and Contractor shall respond to the JBE's requests for Support Services in accordance with the Service Levels set forth in Exhibit 9 (Maintenance and Support). The JBE shall assign the applicable Service Level, as described in Exhibit 9 (Maintenance and Support) to each request for Support Services and Contractor shall respond according to the applicable response requirements set forth in Exhibit 9 (Maintenance and Support), based on the severity of the error, defect, bug, nonconformity or malfunction designated by the JBE. Contractor shall perform such correction or repair at no additional charge to the JBE. In the event that Contractor is unable to complete the corrections or repairs necessary to permit the Licensed Software to perform and conform to the Specifications or to correct such error, bug, nonconformity or malfunction, then the parties shall invoke the Escalation Procedure set forth in Exhibit 9 (Maintenance and Support).

5. Data and Security.

A. Safety and Security Procedures. Contractor shall maintain and enforce industry-standard safety and physical security policies and procedures.

B. Data Security.

- (i) Contractor shall comply with the Data Safeguards. Contractor shall implement and maintain a comprehensive information security program ("Contractor's Information Security Program") in accordance with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of JBE Data, as well as privacy and data security requirements and standards set forth in the JBE's policies or procedures. To the extent that California Rule of Court 2.505 applies to this Agreement, Contractor shall provide access and protect confidentiality of court records as set forth in that rule and in accordance with this Agreement.

(ii) Unauthorized access to, or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or third parties, is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE Data to third parties, or provide third parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor is responsible for the security and confidentiality of the JBE Data. JBE owns and retains all right and title to the JBE Data, and has the exclusive right to control its use.

(iii) No Work shall be provided from outside the continental United States. Remote access to JBE Data from outside the continental United States is prohibited unless approved in writing in advance by the JBE. The physical location of Contractor's data center, systems, and equipment where the JBE Data is stored shall be within the continental United States. Contractor shall ensure that access to the JBE Data will be provided to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding agreed-upon maintenance downtime). Upon the JBE's request, all JBE Data in the possession of Contractor shall be provided to JBE in a manner reasonably requested by JBE and all copies shall be permanently removed from Contractor's system, records, and backups, and all subsequent use of such information by Contractor shall cease.

(iv) Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the highest industry standards, applicable laws, this Agreement, and JBE policies and procedures.

C. Data Breach. If there is a suspected or actual Data Breach, Contractor shall notify the JBE in writing within two (2) hours of becoming aware of such occurrence. A "Data Breach" means any access, destruction, loss, theft, use, modification or disclosure of the JBE Data by an unauthorized party. Contractor's notification shall identify: (i) the nature of the Data Breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and shall provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the JBE's satisfaction, and Contractor has taken measures satisfactory to the JBE to prevent future Data Breaches. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach, Contractor shall at its expense have an independent, industry-recognized, JBE-approved third party perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor's receipt of

such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

D. Security Assessments. Upon advance written notice by the JBE, Contractor agrees that the JBE shall have reasonable access to Contractor's operational documentation, records, logs, and databases that relate to data security and the Contractor's Information Security Program. Upon the JBE's request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with its privacy and data security obligations. Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions.

E. Data Requests. Contractor shall promptly notify the JBE upon receipt of any requests which in any way might reasonably require access to the JBE Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement or JBE Data without first notifying the JBE. Contractor shall provide its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JBE unless authorized in writing to do so by the JBE.

F. Data Backups. If Contractor is providing Hosted Services under this Agreement, Contractor shall:

- ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities (if applicable) shall be located in the continental United States;
- Recover from backup within the timeframe set forth in the Service Level requirements;
- Recover recently posted transactions within the timeframes set forth in the Service Level requirements; and
- Encrypt backup data.
-

G. Transition Period. For ninety (90) days prior to the expiration date of this Agreement or any Participation Agreement, or upon notice of termination of this Agreement or any Participation Agreement, Contractor shall assist the JBE in extracting and/or transitioning all JBE Data in the format determined by the JBE. During the transition period, the Hosted Services and JBE Data access shall continue to be made available without alteration.

6. Accounting. Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

7. Audit; Retention of Records.

A. Audit. Upon reasonable notice, Contractor will provide to the JBE, to any federal or state entity with monitoring or reviewing authority, or to the JBE's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide the JBE with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

B. Retention of Records. Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four (4) years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

8. Assignment. Contractor will not assign its rights or obligations under this Agreement (including any Participation Agreement), either in whole or in part, without the prior written consent of the Establishing JBE. Any attempted assignment will be void or invalid. This Agreement binds the parties as well as their heirs, successors, and assignees.

9. Choice of Law; Jurisdiction and Venue.

A. Choice of Law. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. Jurisdiction and Venue. Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of California in any legal action concerning or relating to this Agreement.

10. Certifications and Representations. Contractor represents and certifies the following:

A. Authorization/Compliance with Laws. (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor's representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor shall not and shall cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of the JBEs under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good

standing in the State of California; (vi) Contractor, its business, and its performance of its obligations under this Agreement comply with all applicable laws; and (vii) Contractor pays all undisputed debts when they come due.

B. No Harassment/Nondiscrimination. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of nondiscrimination.

C. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code §§ 8355–8357.

D. Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. National Labor Relations Board (NLRB) Certification. Contractor certifies that, within the immediately preceding two-year period, no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to the following:

“Former Court employees will not be offered employment position for two (2) years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.”

G. No Interference with Other Contracts. Contractor certifies that to the best of Contractor’s knowledge, this Agreement does not create a conflict of interest or default under any of Contractor’s other contracts.

H. No Litigation. Contractor certifies that no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

I. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. Contractor is in compliance with: (i) Public Contract Code section 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) Public Contract Code section 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

J. Expatriate Corporation. Contractor certifies that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBEs.

K. Sweatfree Code of Conduct. If this Agreement provides for furnishing equipment, materials, or supplies (except related to the provision of public works), or for the laundering of apparel, garments or corresponding accessories:

i) No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108.

ii) Contractor cooperates fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

L. Child Support Compliance Act.

- i) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- ii) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

M. Small Business Preference Contract Clause. This provision is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Establishing JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

N. Federally-funded Agreements. If this Agreement is funded in whole or in part by the federal government, then:

- i) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- ii) This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- iii) The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds.

- iv) The parties may amend the Agreement to reflect any reduction in funds.

11. Conflict of Interest; Prohibition Against Gratuities.

A. Conflict of Interest.

- i) Contractor has no interest that would constitute a conflict of interest under (i) PCC 10365.5, 10410 or 10411; (ii) Government Code sections 1090 et seq. or 87100 et seq.; or (iii) California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the JBEs.
- ii) Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of JBE funds or that are sponsored by a JBE if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.
- iii) Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:
 - a) use of an official position with the government for private gain;
 - b) preferential treatment to any particular person associated with this Work or Agreement;
 - c) impairment of a JBE's independence or impartiality;
 - d) a decision made outside official channels; or
 - e) adverse effects on the confidence of the public in the integrity of the JBE.

B. Prohibition Against Gratuities.

- i) Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of a JBE, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.
- ii) For any breach or violation of this covenant, the JBE has the right to terminate the Agreement or the Participation Agreement, as applicable, for cause, either in whole or in part. Any loss or damage sustained by a JBE in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. The JBE's rights and remedies under

this provision are in addition to any other rights and remedies provided by law or under this Agreement.

12. Consideration; Payment. The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's approved reimbursable expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit 8 (Fees, Pricing and Payment Terms).

A. Payment Does Not Imply Acceptance of Work. The JBE's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the JBE.

B. Disallowance. If Contractor receives payment from the JBE for a service or reimbursement that is later disallowed or rejected by the JBE, Contractor will promptly refund the disallowed amount to the JBE upon the JBE's request. At its option, the JBE may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

13. Contractor Status.

A. Independent Contractor.

i) Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as JBE agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of the JBEs.

ii) This Agreement will not be considered under any circumstance to create a joint-venture relationship.

iii) If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement or applicable Participation Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in JBE's financial liability, so that JBE's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

i) Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

ii) Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

iii) If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to JBE, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) JBE will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

iv) Contractor will indemnify and hold the JBE harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the JBE and any Contractor or Subcontractor personnel.

C. Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Participating Entities only for the requirements and results specified in this Agreement and more particularly as set forth in the Participating Entity's Participation Agreement (including the Participating Entity's Statement of Work), and will not be subjected to the JBE's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement or any Participation Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

D. Permits, Laws, and Regulations.

i) Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. Contractor will, at all times, obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to the JBE, upon request.

ii) Contractor will promptly provide Notice to the JBE of any conflict discovered between the Agreement or any applicable Participation Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

E. Subcontracting.

i) Contractor will not engage a Subcontractor to perform any portion of the Work, without the express written consent of the affected Participating Entity. Any subcontracting without the Participating Entity's written consent is a material breach of this Agreement and the applicable Participation Agreement.

ii) Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement and any applicable Participation Agreement. Contractor will incorporate this Agreement and any applicable Participation Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement and any Participation Agreement. If Contractor is a corporation, limited liability company, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

14. Dispute Resolution. The JBE and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with the JBE's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

i) If a dispute remains unresolved either party may give Notice requesting each party's chief executive officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen days of receipt of the Notice.

ii) If the matter is not resolved as set forth in the preceding subsection, the aggrieved party will submit a second Notice which will:

a) provide detailed factual information;

b) identify the specific provisions in this Agreement or applicable Participation Agreement on which any demand is based;

c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and

d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

e) If the negotiations do not result in resolution of the dispute within forty-five (45) calendar days after receipt of the Notice, the parties agree to mediation prior to any party initiating a legal action or process in court.

iii) Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

C. Continued Performance of Work. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by the JBE. Contractor's failure to diligently proceed in accordance with the JBE's instructions will be considered a material breach of the Agreement and any applicable Participation Agreement.

15. Force Majeure.

A. Force Majeure events include, but are not limited to:

- i) catastrophic acts caused by nature or public enemy;
- ii) civil disorder;
- iii) fire or other casualty for which a party is not responsible; and
- iv) quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

16. Indemnification.

A. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the indemnified party) the JBEs and their respective agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement and any Participation Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. This indemnity applies regardless of the

theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participation Agreement, and acceptance of any services and Work. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

B. For Contractor's acts, errors, or omissions which are covered by Contractor's Professional Liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its Subcontractors, but not for a JBE's proportionate share of liability, if any.

C. Contractor's obligation to defend, indemnify, and hold the JBEs and their respective agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

17. Insurance Requirements.

17.1 The Contractor shall provide to each JBE and maintain the following types of insurance in full force during the term of this Agreement and each Participation Agreement:

A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.

B. *Workers Compensation and Employer's Liability.* The policy must include workers' compensation to meet the minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.

C. *Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.

D. *Professional Liability.* The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual

aggregate. If the policy is written on a “claims made” form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Work provided under this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that activities commence pursuant to this Agreement.

17.2 Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

17.3 Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

17.4 Deductibles and Self-Insured Retentions. Contractor shall declare to each JBE all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to each JBE’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.

17.5 Additional Insured Endorsements. Contractor’s commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Establishing JBE, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.

17.6 Certificates of Insurance. Before Contractor begins performing services and Work, Contractor shall give the Establishing JBE (and on request, any Participating Entity) certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days’ prior written notice to the Establishing JBE and any Participating Entity.

17.7 Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

17.8 Required Policy Provisions. Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer’s liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Establishing JBE, any Participating Entity, and their respective judges, subordinate judicial officers,

executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

17.9 Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

17.10 Consequence of Lapse. If required insurance lapses during the Term, the JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

18. Confidentiality, Non-Disclosure, and Data Security.

A. Contractor's Responsibilities. While performing Work, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to the JBE, its personnel, JBE users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any third party. All Confidential Information disclosed to or received by Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to the affected JBE, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose a JBE's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of the JBE that are working on the project, provided that Contractor requires its Subcontractors to comply with the confidentiality provisions of this Agreement. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

C. Court's Responsibilities. The JBE agrees that: (a) the Licensed Software shall be treated as the Confidential Information of Contractor; (b) the JBE shall take all commercially reasonable actions necessary to protect and ensure the confidentiality of the Licensed Software and, without limiting the foregoing, will exercise at least the same degree of care to safeguard the confidentiality of the Licensed Software as the JBE would exercise to safeguard the JBE's Confidential Information.

D. Return of Confidential Information. Upon the written request of the JBE, Contractor shall deliver to the JBE all items, including, but not limited to, drawings, descriptions, test data or other papers or documents, which may contain any of the

JBE's Confidential Information, as well as any copies thereof, that Contractor has in its possession.

E. Breach of Confidentiality. Contractor and the JBE each acknowledge as the receiving party that, due to the unique nature of the disclosing party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will likely result in irreparable harm to the disclosing party, and therefore, that upon any material breach of the confidentiality obligations in this Section 18 (Confidentiality; Non-Disclosure and Data Security), the disclosing party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

19. Ownership of Intellectual Property.

A. Except as provided in this Agreement, Contractor agrees that (i) all Data, Deliverables, Materials and Work created in whole or in part by Contractor in the course of or related to providing services to a JBE under this Agreement or any Participation Agreement shall be treated as if it were "work for hire" for the JBE, and (ii) the Contractor will immediately disclose to the JBE all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "Creations") made, in whole or in part, by the Contractor in the course of or related to providing services to the JBE.

B. All ownership and control of Creations, Data, Deliverables, Materials and Work, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the JBE. Contractor hereby assigns all right, title, and interest that Contractor may have in such Creations, Data, Deliverables, Materials and Work to the JBE, without any additional compensation and free of all liens and encumbrances of any type. Contractor agrees to execute any documents required by the Judicial Council to register its rights and to implement the provisions herein.

C. Notwithstanding any other provision to the contrary, this Master Agreement grants the JBEs no title or rights of ownership in the Licensed Software.

20. Modification. No modification or change to this Agreement or any Participation Agreement will be valid without written approval by the affected JBE, in the form of an Amendment, including any changes to a Statement of Work.

21. Prohibited Bids for End Product of this Agreement. No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent (10%) of the total monetary value of this Agreement.

22. Standard of Performance; Warranties.

A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that the JBE relies on the accuracy, competence, and completeness of Contractor's services. Contractor will maintain and implement industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of Data and the JBE's Confidential Information, and such other related safeguards that are set forth in applicable laws, rules, and regulations, or pursuant to JBE policies or procedures.

B. Warranties.

i) **Services Warranty.** Contractor warrants and represents that the Work and all Deliverables furnished to the JBE will conform to the requirements of this Agreement and the JBE's Participation Agreement from the date of first productive use of the Work or Deliverable, as applicable, and that such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

ii) **Licensed Software Warranty.** Contractor hereby warrants and represents that, commencing on the date of the JBE's acceptance, final cutover or first productive use of the Licensed Software, whichever is latest, and thereafter, that (a) the Licensed Software, as installed and configured on the JBE's systems, will perform in accordance with and conform to the applicable Specifications in all material respects, and (b) the Licensed Software will be appropriately adapted, as and to the extent necessary, to operate effectively using the JBE's existing software program(s) as installed as of the effective date of the Participation Agreement.

iii) **Malicious Code/Virus Protection Warranty.** Contractor hereby warrants and represents that, any time the Licensed Software or any Maintenance Release(s) are delivered to the JBE, whether delivered via electronic media or the internet, no portion of the Licensed Software or Maintenance Release(s), or the media upon which it is stored or delivered, will have any type of software routine or other element which is designed to facilitate or is capable of facilitating: (a) unauthorized access to or intrusion upon; (b) disabling or erasure of; or (c) unauthorized interference with, the operation of any hardware, software, data or peripheral equipment of or utilized by the JBE, or any contamination which might impact the JBE's network or data.

iv) **Four-Digit Date Compliance.** Contractor represents and warrants that it will provide only Four-Digit Date Compliant Deliverables and/or services to the JBE. “Four-Digit Date Compliant” Deliverables and services can accurately process, calculate, compare, and sequence date data, including, without limitation, date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

v) **Warranty of Law.** Contractor warrants and represents that to the best of Contractor’s knowledge: (a) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (b) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (c) Contractor has full authority to enter into this Agreement and any Participation Agreement and to consummate the transactions contemplated hereby; and (d) Contractor’s performances under this Agreement and any Participation Agreement are not materially impaired or prohibited by any other agreement to which Contractor is a party or by which it may be bound. Contractor warrants that it complies with all laws, rules and regulations applicable to Contractor’s business and services.

(vi) **Warranty of Title.** Contractor warrants and represents that (a) it has good title to the Licensed Software; (b) it has the absolute right to grant to the JBE the licenses granted hereunder; (c) the JBE shall quietly and peacefully possess and use any Licensed Software provided hereunder, subject to and in accordance with the provisions of this Agreement; and (d) Contractor shall be responsible for, has and shall have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the “Title Warranty”).

vii) **Support Services Warranty.** Contractor hereby warrants and represents that each of its employees, independent contractors or agents assigned to perform any Support Services or provide any technical assistance in configuration, development and implementation, training, use and related services under the terms of this Agreement shall have the skill, training, and background reasonably commensurate with his/her level of performance or responsibility, so as to be able to perform in a competent and professional manner.

vii) **Effect of Breach of Warranty.** If, at any time during the term of this Agreement or any Participation Agreement, Contractor breaches any warranty under this Section 22, the JBE shall promptly notify Contractor in writing of such alleged breach of warranty, and shall include if applicable the information required pursuant to Exhibit 9 (Maintenance and Support). If the breach relates to the Licensed Software Warranty or Virus Protection Warranty, then Contractor shall correct any such deficiency in the Licensed Software in

accordance with the Service Level criteria set forth in Exhibit 9 (Maintenance and Support). If the breach relates to Section 22(B)(v) (Warranty of Law), then Contractor shall promptly correct the identified deficiency. If the breach relates to Section 22(B)(6) (Warranty of Title), then Contractor shall promptly either: (a) procure for the JBE the right to continue use of the Licensed Software at no additional charge to the JBE, (b) modify such Licensed Software to avoid the claimed infringement (provided that such modification does not adversely affect the JBE's intended use of the Licensed Software) at no additional charge to the JBE, or (c) replace said Licensed Software with an equally suitable, compatible and functionally equivalent non-infringing software, including installation and configuration as required, at no additional charge to the JBE. If none of the foregoing options is practicable, then the JBE may terminate this Agreement or applicable Participation Agreement as hereinafter provided in this section. If the breach relates to Section 22(B)(7) (Support Services Warranty), then Contractor shall promptly re-perform the nonconforming Support Services, until such time as the nonconformance is corrected or the parties otherwise agree in writing. If after reasonable efforts Contractor is unable to correct any such breach of warranty as described in this section, and the resulting non-performance or deficiency materially affects the ability of the JBE to utilize the Licensed Software, then the JBE may terminate this Agreement in accordance with Section 26(A) (Termination for Cause), subject to the transition provisions of Exhibit 11 (Transition Services), in which event the JBE shall have all remedies available at law or equity.

ix) All warranties will inure to the JBE, its successors, assigns, customer agencies, and users of the Work provided hereunder.

23. Personnel Requirements.

A. Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.

B. The JBE reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the JBE's Project Manager.

C. Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the JBE's Project Manager, the JBE may terminate this Agreement or applicable Participation Agreement for cause.

24. Background Checks.

A. For Contractor's employees, Subcontractors, or agents performing Work, and with access to the JBE's systems (on-site or remotely) in the performance of their Work under this Agreement, the JBE will have the right, but not the obligation, to request or conduct a background check, before granting access to the JBE's premises or systems or at any other time. Contractor will cooperate with the JBE in performing any background checks, will provide prompt Notice to the JBE of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by the JBE. Contractor will obtain all releases, waivers, or permissions required for the release of such information to the JBE. Any additional costs will be borne by Contractor.

B. Granting or denying access will be at the sole discretion of the JBE. Contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual. No background information will be released to Contractor.

C. It is the responsibility of Contractor to notify the JBE of any additional staff or change in staff, to submit to the JBE a completed and signed Application and Consent for Background Check form for each person, and to receive authorization from the JBE before the individual begins to work in a JBE facility.

25. Survival. All provisions of this Agreement, which by their nature or intent, extend beyond the term of this Agreement will survive termination or expiration of this Agreement, including, without limitation, the provisions regarding: software license, assignment, audit rights, retention of records, confidentiality, non-disclosure, data security, indemnification, warranties, and transition services.

26. Termination; Term of Agreement.

A. Termination for Cause. The Establishing JBE may terminate this Agreement, in whole or in part, immediately "for cause" (and a JBE may terminate a Participation Agreement, in whole or in part, immediately "for cause"): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participation Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or any Participation Agreement) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading. All costs to the JBE arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience. The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participation Agreement) for convenience upon thirty (30) days prior Notice. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

C. Termination Due to Changes in Budget or Law. Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participation Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participation Agreement). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participation Agreement), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a JBE determines that Contractor's performance under a Participation Agreement) has become infeasible due to changes in applicable laws

D. Effect of Termination.

i) Upon any expiration or termination, the JBE will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to the JBE all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.

ii) Upon termination of any kind, the JBE may withhold from payment any sum that the JBE determines to be owed to the JBE by Contractor, or necessary to protect the JBE against loss due to outstanding liens or claims of former lien holders.

iii) **Transition services.** Contractor shall provide the transition services and procedures set forth on Exhibit 11 (Transition Services), upon request of the JBE, in the event of any termination of this Agreement.

E. RESERVED.

F. Term and Termination.

(i) The term ("Term") of this Agreement shall commence on the Effective Date and terminate on the Expiration Date set forth on the first page of this Agreement (the "Initial Term"), unless terminated earlier in accordance with the terms of this Section 26. The Establishing JBE will have the right to extend the term of this Agreement one additional five-year option period (the "Option Term"). In order

to exercise this Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.

(ii) **Participating Addenda.** The termination of this Agreement shall not result in the termination of any outstanding Participation Agreement that has not been terminated by the Participating Entity, and this Agreement shall continue to apply to any such Participation Agreement until such time as all Work under such Participation Agreement has been completed by its terms or is terminated as provided in this Section 26; provided, however, that the term of such Participation Agreement may not exceed the Expiration Date of this Agreement. Execution of any Participation Agreement by a Participating Entity and Contractor must be completed before the termination or expiration of this Agreement.

27. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement.

28. Waiver; Severability.

A. Waiver of Rights. A JBE's action, inaction, or failure to enforce any right or provision of this Agreement or any Participation Agreement is not a waiver of its rights, and will not prevent the JBE from enforcing such rights on any future occasion.

B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

29. Loss Leader. Contractor shall not sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

30. Antitrust Claims. If goods or services under this Agreement were obtained by means of a competitive bid:

A. Assignment. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor.

B. Reimbursement. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages,

attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

C. Reassignment. Upon demand in writing by the Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

31. Recycling. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in PCC 12200, in products, materials, goods, or supplies offered or sold to the JBE regardless of whether the product meets the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

32. Priority Hiring Consideration. If this is an Agreement for services, other than consulting services, with total value over \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

33. DVBE Participation Certification. If for this Agreement Contractor made a commitment to achieve disabled veteran business enterprise (“DVBE”) participation, then Contractor must within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the JBE: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code section 999.5(d); Government Code section 14841).

34. Union Activities. Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

35. Publicity. Contractor may not make any public announcement, press release, or other writing relating to this Agreement or any Participation Agreement that is not necessary for the performance or completion of the Work without the JBE’s prior written approval. In no event will the JBE approve any writing that could be construed as an endorsement of the Contractor.

36. Counterparts. This Agreement and any Participation Agreement may be executed in counterparts, each of which is considered an original.

37. Singular and Plural Usage. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.

38. Entire Agreement.

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party “prepared” this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter.

39. Notices. Notices regarding this Agreement must be sent to the following address and recipient:

If to Contractor:	If to the Establishing JBE:
[name, title, address]	Judicial Council of California Attn: Contracts Supervisor 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348
<u>With a copy to:</u>	<u>With a copy to:</u>

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

END OF EXHIBIT 3

EXHIBIT 4

LICENSED SOFTWARE AND ADDITIONAL TERMS

[Identify Licensed Software to be provided by Contractor. Additional Licensing Terms to be negotiated, as necessary.]

EXHIBIT 5

SPECIFICATIONS

All mandatory functional requirements set forth in RFP Exhibits 1-7 will be included in Exhibit 5. Additional specifications or functionalities will be negotiated and included as appropriate.

EXHIBIT 6

**STATEMENT OF WORK
(MODEL)**

[Exhibit 6, Statement of Work will serve as the model Statement of Work for each Participation Agreement. Contractor and the Establishing JBE will mutually develop this model Statement of Work and incorporate the requirements set forth in the RFP.]

This Statement of Work is subject to and incorporated into the Agreement and applicable Participation Agreement between Contractor and [Name of JBE] (“JBE”).

1. JBE’s Requirements and Description of the Work.

[insert description of services, goods, and Deliverables to be provided.]

2. Schedule and Date(s) of Delivery.

[insert chart with dates for completion of tasks relating to goods, services and delivery dates/milestones for Deliverables, including Go-live date]

EXHIBIT 7

ACCEPTANCE AND SIGN-OFF FORM

Acceptance and Sign-Off Form

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF EXHIBIT 7

EXHIBIT 8

FEES, PRICING AND PAYMENT TERMS

1. Fees.

This Agreement, including all Participation Agreements, is intended to be no-cost to the JBEs. Without limiting the foregoing, the Contractor agrees to provide to the JBEs the following at no-cost under this Agreement:

- a. The Licensed Software;
- b. All necessary professional implementation services;
- c. On-going Maintenance and Support of the Licensed Software;
- d. Hosted Services, including all necessary data storage and backups; and
- e. All necessary training.

2. Expenses.

Contractor is not authorized for and will not be allowed any reimbursable expenses under this Agreement.

3. E-Filing Fees.

The following table sets forth the fees that the Contractor may charge to the end consumer under this Agreement:

[A chart with all filing fees will be inserted into the final contract.]

The e-filing fees may not be increased during the Term of the Agreement beyond what may be set forth in the chart immediately above.

- a. **Contractor's Failure to Execute Participation Agreements.** The parties acknowledge that a material consideration of this Agreement is the ability for all interested JBEs to be able to participate in this Agreement. Therefore, in the event Contractor unreasonably refuses or fails to execute a Participation Agreement with an interested JBE after such JBE has presented Contractor with a Participation Agreement for execution, Contractor shall be prohibited from executing any Participation Agreement with any other JBE, unless and until Contractor executes a Participation Agreement with all interested JBEs. The foregoing provision is not intended to limit any other JBE rights or remedies available.

4. Liquidated Damages to JBE for Failure to Meet Maintenance and Support Requirements.

The parties agree that Contractor's failure to meet the Maintenance and Support requirements under this Agreement will cause the JBE to incur substantial economic and reputational harm.

In such cases, the losses and amounts may be impossible to compute and ascertain with certainty. Therefore, liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in addition to other available remedies, the Contractor agrees that liquidated damages may be assessed and recovered by the JBE against Contractor for such failure(s) and without the JBE being required to present any evidence of the amount or character of actual damages sustained by reason thereof.

Contractor shall be liable to the JBE for payment of liquidated damages in the amounts set forth in this Agreement. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to JBE without limiting the JBE's other contractual rights and remedies provided in this Agreement.

In the event Contractor fails to meet the Maintenance and Support requirements of this Agreement, Contractor shall pay to the JBE the amounts set forth in Exhibit 9 (Maintenance and Support).

END OF EXHIBIT 8

EXHIBIT 9

MAINTENANCE AND SUPPORT

I. ERRORS AND CORRECTION

- 1. Classification of Errors.** “Error” shall mean a defect which causes the Licensed Software not to function substantially in conformance with the Specifications. Errors are classified as follows:

Service Level 1: An Error causing (i) “crashes” of the Licensed Software, (ii) unrecoverable loss or corruption of data or (iii) loss of essential Licensed Software functionality for which there is no documented means of Circumvention. “Circumvention” means, as applied to an Error, a change in operating procedures whereby JBE can conveniently avoid any deleterious effects of such Error. (A Service Level 1 Error is sometimes referred to as “Urgent”).

Service Level 2: An Error causing (i) recoverable loss or corruption of data, (ii) loss of essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (iii) loss of non-essential Licensed Software functionality that cannot be Circumvented. (A Service Level 2 Error is sometimes referred to as “Critical”).

Service Level 3: An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface. (A Service Level 3 Error is sometimes referred to as “Serious”).

Service Level 4: An Error causing no loss of data or functionality that can conveniently be Circumvented by appropriate JBE action or procedures. (A Service Level 4 Error is sometimes referred to as “Minor”).

- 2. Error Correction.** Contractor acknowledges that Errors in the Licensed Software other than Service Level 3 and 4 Errors are extremely serious and must be resolved with the greatest possible urgency. Therefore, Contractor agrees to correct reported Errors in accordance with the following provisions:

a) Contractor shall provide the JBE with names and telephone numbers of Contractor engineering and/or support staff who are to be contacted by the JBE at any time on a seven (7) day a week, twenty-four (24) hours a day basis to report Errors.

b) Contractor shall provide an initial response to all Errors reported by JBE support personnel within one (1) clock hour for Service Level 1 or 2 Errors, and within four (4) working hours for Service Level 3 or 4 Errors, and Contractor and the JBE shall promptly agree in good faith what additional information and/or Error documentation will be required to permit Contractor to resolve such Errors.

c) Contractor shall resolve Service Level 1 Errors within one (1) calendar day. Contractor shall resolve Service Level 2 Errors within two (2) working days. Contractor shall use its best efforts to resolve Service Level 3 Errors within five (5) working days. Contractor shall use its best efforts to resolve Service Level 1 and 2 Errors by delivering emergency releases to the JBE, shall generally resolve Service Level 3 Errors by documenting a means of Circumvention, and shall resolve Service Level 4 Errors by means of the next regularly scheduled update.

- 3. Escalation Procedure.** In the event Contractor has responded to the JBE's request for corrections to the Licensed Software or for warranty service but has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframe as set forth in Sections 1 and 2 of this Exhibit 9, Contractor shall initiate the following escalation procedure:

Escalation Stage 1: Contractor's technicians attempting to correct the situation shall notify the Contractor's Engineering Manager. Upon such notification, Contractor will immediately assign, at Contractor's sole expense, additional resources to include at a minimum one (1) senior-level technician or engineer. Such resources shall be on-site at the JBE's location, or at such location as is appropriate given the nature of the required corrections. For a Service Level 1 or Level 2 situation, the Contractor's Engineering Manager shall notify the JBE at four (4) hour intervals of the status of the situation until the situation is resolved or for the next twenty-four (24) hours, whichever occurs first.

Escalation Stage 2: After the previous Stage 1 timeframe, if the situation is still unresolved, the Contractor's Senior Vice President of Engineering shall be notified, and shall assign additional and more experienced or senior technical staff or engineers. For Service Level 1 or Level 2 situations, Contractor's Senior Vice President for Engineering shall contact the JBE at two (2) hour intervals until the situation is resolved.

Escalation Stage 3: If a total of seventy-two (72) hours has elapsed since the initial call of the JBE to Contractor for a Service Level 1 or Level 2 situation and the situation is still unresolved to JBE's satisfaction, JBE shall be entitled to receive \$500.00 for each twenty-four (24) hour period that the Licensed Software situation is unresolved, commencing with the date and hour of the instigation of the escalation procedures contained in this Exhibit 9. After a total of seventy-two (72) hours has lapsed since the date and hour of the instigation of the escalation procedures contained in this Exhibit 9 for a Service Level 1 or Level 2 situation and the situation is still unresolved, at the sole discretion of the JBE, Contractor shall immediately send, at Contractor's sole expense, Contractor's most technically qualified representative to the JBE's site and said representative will continue to address and work to remedy the failure, malfunction, defect or nonconformity until such failure, malfunction, defect or nonconformity is resolved to the satisfaction of the JBE.

II. SERVICE LEVELS

The cloud-based services, hosted service (including Licensed Software), or software as a service provided under this Agreement and each Participation Agreement (collectively, the “Hosted Services”) shall, at a minimum, meet the following service levels:

The Hosted Services shall be available twenty-four (24) hours per day, 365 days per year, with an availability of 99.9% as measured on a monthly basis (excluding agreed-upon maintenance downtime).

In addition to its other remedies, in the event that the Hosted Services fail to meet the availability standards set forth below in any calendar month (excluding agreed-upon maintenance downtime), the JBE will be entitled to the amount set forth in the table below. Contractor will provide a report to the JBE by the tenth day of each calendar month detailing the percentage availability of the Hosted Services for the previous month. The report will be in a format, and contain such information, as may be reasonably be required by the JBE.

Monthly Uptime Percentage	Duration	Amount
< 99.9%	>43 min/month	25% of average EFM daily revenues for impacted court
< 99%	>432 min/month (7.2 hrs)	50% of average EFM daily revenues for impacted court
< 95%	>2,160 min/month (36 hrs)	100% of average EFM daily revenues for impacted court

If the Hosted Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the JBE may, in addition to its other remedies, terminate the applicable Participation Agreement for material breach.

END OF EXHIBIT 9

EXHIBIT 10

TRAINING

[Exhibit 10, Training, will incorporate the training requirements of the RFP and will mutually developed by the parties.]

EXHIBIT 11

TRANSITION SERVICES

1. Termination Procedures. Upon any termination of this Agreement, Contractor shall (i) provide all information and assistance necessary to ensure the smooth substitution of the Licensed Software to another suitable replacement software program (the “Substitute Product”) if requested by the JBE, and (ii) provide all assistance necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor’s subcontractor to the JBE or its designee. Such continuing services and assistance shall be provided to the JBE for a period up to thirty-six (36) months after the effective date of the termination (the “Transition Period”), and may include, upon the JBE’s request, the following services: (i) assign as specifically requested by the JBE all of the rights, title, and interest of Contractor in all orders and subcontracts relating to Contractor’s obligations under this Agreement; (ii) take such action as may be necessary or as directed by the JBE to preserve and protect the work previously performed by Contractor, and any property related to this Agreement in the possession of Contractor in which the JBE has an interest; (iii) continue performance of any work as directed by the JBE in writing, and (iv) take any other steps reasonably required by the JBE with respect to this Contract.

2. Software Support. Contractor understands and agrees that, during the Transition Period, the JBE will be entitled to receive continuing Maintenance and Support Services from Contractor for the Licensed Software, in accordance with the provisions of Exhibit 9 (Maintenance and Support).

3. Transition Fees. Any termination or transition assistance provided by Contractor shall be subject to payment by the JBE at Contractor’s hourly rates as set forth in Contractor’s then-standard rates and charges table. Except as provided in this Exhibit 11, no termination fees of any kind, including but not limited to unrecovered costs or other transition fees shall be payable by the JBE upon or subsequent to the termination of this Agreement.

4. Transition Personnel Requirements. Contractor will make Contractor personnel available on a commercially reasonable basis to assist in the transition from the Licensed Software supported by Contractor’s Maintenance and Support Services, to the Substitute Product, supported by the JBE or the JBE’s designee.

END OF EXHIBIT 11

EXHIBIT 12

PARTICIPATION AGREEMENT

- (1) This Participation Agreement is made and entered into as of **[month/day/year]** (“Participation Agreement Effective Date”) by and between the _____ **[add full name of the JBE]** (“JBE”) and **[add name of Contractor]** (“Contractor”) pursuant to the Master Agreement # _____ **[add Master Agreement # - see cover page]** (“Master Agreement”) dated _____, 20__ **[add Effective Date of the Master Agreement]** between the Judicial Council of California (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participation Agreement, each capitalized term used in this Participation Agreement shall have the meaning set forth in the Master Agreement.
- (2) This Participation Agreement constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participation Agreement shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participation Agreement; (ii) the Participation Agreement (including any Statement of Work) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participation Agreement may not extend beyond the expiration date of the Master Agreement. The Participation Agreement and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- (3) Under this Participation Agreement, the JBE will order Contractor’s Work by attaching and incorporating a Statement of Work and any other necessary ordering documents. The JBE’s Statement of Work will be substantially similar to the model Statement of Work set forth in Exhibit 6 of the Master Agreement.
- (4) The JBE is solely responsible for the acceptance of and payment for the Work under this Participation Agreement. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including this Participation Agreement), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- (5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.
- (6) The term of this Participation Agreement shall be from the Effective Date until: **[_____ month/day/year – may not exceed the Expiration Date of the Master Agreement]**.
- (7) The JBE hereby orders, and Contractor hereby agrees to provide, the Work set forth in the attached Statement of Work.

- (8) Notices regarding this Participation Agreement must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>With a copy to:</u>	<u>With a copy to:</u>

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

- (9) This Participation Agreement and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participation Agreement.

IN WITNESS WHEREOF, the JBE and Contractor have caused this Participation Agreement to be executed on the Participation Agreement Effective Date.

[JBE]

[CONTRACTOR]

By: _____

By: _____

Name:

Name:

Title:

Title:

ATTACHMENT 3


BIDDER'S ACCEPTANCE OF THE JUDICIAL COUNCIL'S STANDARD TERMS AND CONDITIONS

Instructions: Mark the appropriate choice below and sign this attachment.

1. Bidder accepts Attachment 2: Standard Terms and Conditions ("Attachment 2") without exception.

OR

2. Bidder proposes exceptions or modifications to Attachment 2. Bidder must also submit (i) a red-lined version of Attachment 2 that clearly tracks proposed modifications, including any additional provisions that have been proposed, and (ii) a written explanation or rationale for each exception or proposed modification.

BY (<i>Authorized Signature</i>) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

END OF ATTACHMENT 3

PAYEE DATA RECORD (in lieu of IRS W-9)

Required in lieu of IRS W-9 form when receiving payments from
the Judicial Council of California (JCC) on behalf of the Superior Courts of California

1 Instructions	See page two for additional instructional information and Privacy Statement. Complete all information on this form, sign, date, and return the form. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used to prepare Information Returns (1099). If this form was provided to you by one of the Superior Courts of California, return the form to the court. If this form was provided to you by the Judicial Council of California, submit the completed form to TCAFS.VendorRequest@jud.ca.gov or mail the form to the following address: Judicial Council of California Trial Court Administrative Services - Vendor Maintenance Unit P.O. Box 981268 West Sacramento, CA 95798
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SECTIONS 2 THRU 5 TO BE COMPLETED BY VENDOR

2 Legal Name	PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN		
	BUSINESS NAME - IF DIFFERENT FROM ABOVE		E-MAIL ADDRESS
	REMITTANCE MAILING ADDRESS		BUSINESS ADDRESS (if different from remittance mailing address)
	CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE
	PHONE NUMBER		FACSIMILE NUMBER

3 Payee Entity Type Complete One Box Only	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _ _ - _ _ _ _ _		
	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> EXEMPT (NON-PROFIT)
	<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> CORPORATION - LEGAL	<input type="checkbox"/> GOVERNMENT
	<input type="checkbox"/> CORPORATION - MEDICAL	<input type="checkbox"/> OTHER -	<input type="checkbox"/> ESTATE OR TRUST
	<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR		
	ENTER SOCIAL SECURITY NUMBER (SSN) _ _ - _ _ - _ _		
NOTE A taxpayer identification number is required	<i>If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN; however, the IRS prefers that you use your SSN. An employee vendor is not required to provide a SSN.</i>		

4 Resident Status <small>check the appropriate box</small>	<input type="checkbox"/> California Resident - Qualified to do business in California or maintains place of business
	<input type="checkbox"/> California Nonresident (see reverse side) - Payments to non-resident for services may be subject to State Income Tax withholding.
	<input type="checkbox"/> No services performed in California
	<input type="checkbox"/> Copy of Franchise Tax Board waiver of State Withholding attached

5 Certification NOTE See instructions on page 2 Vendor Contact Information and signature	Under penalties of perjury, I certify that:		
	1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and		
	2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and		
	3. I am a U.S. citizen or other U.S. person, as defined by the IRS.		
	I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my information change, I will promptly notify the JCC at the address listed in Section 1.		
	VENDOR REPRESENTATIVE'S NAME (Type or Print)	TITLE	E-MAIL
	AUTHORIZED VENDOR SIGNATURE	DATE	TELEPHONE

SECTION 6 TO BE COMPLETED BY COURT

6 Vendor Category	Please choose from the JCC Vendor category below to help us expedite payment		
	<input type="checkbox"/> ARBITRATOR	<input type="checkbox"/> VOLUNTEER	<input type="checkbox"/> OTHER (<i>description required</i>)
	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> GRAND JURY	<input type="checkbox"/> RENT <input type="checkbox"/> SETTLEMENTS/AWARDS
	<input type="checkbox"/> COURT APPT. COUNSEL	<input type="checkbox"/> INTEREST PAYMENTS ONLY	<input type="checkbox"/> DECEASED FINAL PAYMENT
	<input type="checkbox"/> COURT REPORTER	<input type="checkbox"/> COURT INTERPRETER: (<i>indicate language</i>)	
	<input type="checkbox"/> EMPLOYEE	<input type="checkbox"/> MEDIATOR	<input type="checkbox"/> GARNISHMENT TRUSTEE PAYMENT TERMS
Court Contact	COURT CONTACT NAME	PHONE NUMBER	EMAIL

FOR JCC USE ONLY (Form updated 08/26/2014)

Assigned Vendor Number	Assigned By:
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Requirement to Complete Payee Data Record

A completed Payee Data Record (in lieu of the IRS W-9) is required for payments and will be kept on file at the Judicial Council of California, Trial Court Administrative Services Office. Since each state agency with which you do business must have a separate Payee Data Record on file, it is possible for a payee to receive a similar form from various state agencies.

SECTIONS 2 THRU 5 TO BE FILLED OUT BY VENDOR

2	<p>Enter the payee's legal name. Sole proprietorships must also include the owner's full name.</p> <p>An individual must list his/her legal name as it appears on his/her Federal Income tax return. If a different name is used, that name should also be entered, beneath the legal name.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the physical location of business, if different than mailing address. The phone number, e-mail address, and facsimile number should also be provided.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals is their Social Security Number (SSN). A sole proprietor may have both a Federal Employer Identification Number (FEIN) and a SSN, the IRS prefers that sole proprietors use their SSN. Only partnerships, estates, trusts, and corporations will enter their FEIN.</p>
4	<p>Are you a California resident or non-resident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California.</p> <p>An estate is a resident if the decedent was a California resident at the time of death.</p> <p>A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a non-resident.</p> <p>Payments to all non-residents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Non-resident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p><u>This form must be signed.</u> Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed.</p> <p><u>Certification Instructions:</u> You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are not a U.S. Citizen or U.S. person, as defined by the Internal Revenue Service, a different form may be required and tax withholdings may apply. See IRS website http://www.irs.gov/businesses/international/index.html for additional information.</p>

SECTION 6 TO BE FILLED OUT BY COURT

6	<p>Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. Not including court contact information may delay processing the request.</p>
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Privacy Statement: Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

ATTACHMENT 5

GENERAL CERTIFICATIONS FORM

Check the box below, if agreed, and sign this attachment. Please note that the JBE will reject a proposal from a proposer that does not indicate acceptance of these clauses.

Conflict of Interest. Proposer has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

Suspension or Debarment. Proposer certifies that neither proposer nor any of proposer's intended subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

Tax Delinquency. Proposer certifies that it is not on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

Conflict Minerals. Proposer certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the proposer would provide to the JBEs are not related to products or services that are the reason the proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a "scrutinized company" as "a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.")

Check box to indicate acceptance of the clauses above.

BY (Authorized Signature)

PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

END OF ATTACHMENT 5

ATTACHMENT 6

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Court to submit a bid.

To submit a bid to the Judicial Council, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the Judicial Council to submit a bid pursuant to PCC 10477(b). *A copy of the written permission from the Judicial Council is included with our bid.*

OR

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	

ATTACHMENT 7

UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

<i>Company Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	

ATTACHMENT 8

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid to the JBE, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

2. We have received written permission from the JBE to submit a bid pursuant to PCC 2203(c) or (d). *A copy of the written permission from the JBE is included with our bid.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below certify that I am duly authorized to legally bind the bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	

ATTACHMENT 9

SMALL BUSINESS DECLARATION

Complete this form only if Bidder will claim the small business preference associated with this solicitation. Please review the "Small Business Declaration Instructions" before completing this form. If Bidder submits incomplete or inaccurate information, it will not receive the small business preference.

SECTION I. COMPLETE IF BIDDER IS A SMALL BUSINESS

If Bidder is not a Small Business, skip this section.

1. DGS Supplier ID number: _____
2. Small Business Certification active from _____ to _____
3. Will Bidder subcontract any portion of the contract work to subcontractors? _____

If yes:

A. State the percentage of the contract work Bidder will subcontract: _____

B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: _____

C. Explain how Bidder is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.") _____

4. Bidder must submit a copy of its Small Business certification approval letter along with this declaration.

SECTION II. COMPLETE IF BIDDER IS A NON-PROFIT VETERAN SERVICE AGENCY (NVSA)

If Bidder is not an NVSA, skip this section.

1. DGS Supplier ID number: _____
2. NVSA Certification active from _____ to _____
3. Bidder must submit a copy of its NVSA certification approval letter along with this declaration.

SECTION III. CERTIFICATION

I, the official named below, certify under penalty of perjury that the information provided in this form is true and correct. I am duly authorized to legally bind Bidder to this certification. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Tax ID Number</i>
<i>Address</i>	<i>Telephone Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

SMALL BUSINESS DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services, (ii) “Small Business” refers to an entity certified by DGS as a small business or a microbusiness, (iii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs; and (iv) “bid” refers to a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs.

If Bidder will claim the small business preference in a solicitation where a small business preference is offered, it must complete the Small Business Declaration. If no small business preference is offered, or Bidder does not claim the small business preference, Bidder should not complete the Small Business Declaration.

The JBE will determine whether Bidder is eligible to receive the small business preference based on information provided in the Small Business Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the Small Business Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the small business preference.

Instructions for Section I

Skip this section if Bidder is not itself a Small Business.

1. Provide Bidder’s DGS Supplier ID number. This number is in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If Bidder will subcontract any portion of the contract work, answer “yes” and complete subparts A-C. If Bidder will not subcontract any portion of the contract work, answer “no” and skip subparts A-C.
Subpart A: This percentage is equal to the amount to be paid by Bidder to all subcontractors divided by Bidder’s total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to subcontractors is \$35,000 and Bidder’s total bid price is \$125,000, enter “28%” ($35,000 \div 125,000 = 0.28$; $0.28 \times 100 = 28$).
Subpart B: Provide a detailed description of the goods and/or services the Bidder itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.
Subpart C: Provide an explanation of how the Bidder’s goods and/or services constitute a “commercially useful function” for purposes of the contract. Pursuant to Government Code section 14837, a business is deemed to perform a “commercially useful function” if the business does all of the following: (i) is responsible for the execution of a distinct element of the work of the contract; (ii) carries out its obligation by actually performing, managing, or supervising the work involved; (iii) performs work that is normal for its business services and functions; (iv) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (v) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a business will not be considered to perform a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Small Business participation. Attach additional sheets if necessary.
4. Each entity certified as a Small Business by DGS will have received a Small Business certification approval letter. Bidder must submit a copy of its Small Business certification approval letter.

Instructions for Section II

Skip this section if Bidder is not an NVSA.

1. Provide Bidder's DGS Supplier ID number. This number is in Bidder's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in Bidder's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. Each entity certified as an NVSA by DGS will have received a certification approval letter. Bidder must submit a copy of its certification approval letter.

Instructions for Section III

Provide Bidder's full legal name, tax ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Bidder representative in the box labeled "*By (Authorized Signature)*." Provide the name and title of the authorized Bidder representative, and the date, county, and state where that person signed the certification, in the appropriate boxes.

ATTACHMENT 10

BIDDER DVBE DECLARATION

Complete this form only if Bidder wishes to claim the DVBE incentive associated with this solicitation. Please review the “Bidder Declaration Instructions” prior to completing this form. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

1. DGS Supplier ID number: _____
2. DVBE Certification active from _____ to _____
3. Will Bidder subcontract any portion of the contract work to subcontractors? _____

If yes:

- A. State the percentage of the contract work Bidder will subcontract: _____
- B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: _____

- C. Explain how Bidder is performing a “commercially useful function” for purposes of this contract. (Please see the instructions for the definition of “commercially useful function.”) _____

4. The disabled veteran owners and managers of Bidder must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.
5. Bidder must submit a copy of its DVBE certification approval letter along with this Bidder Declaration.

SECTION II. COMPLETE IF BIDDER HAS A DVBE BUSINESS UTILIZATION PLAN

Skip this section if (i) Bidder does not have an approved DVBE Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Date BUP was approved by DGS: _____
2. Date through which BUP is valid: _____

ATTACHMENT 11 BIDDER DECLARATION

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

Disabled Veteran Business Enterprise (DVBE) name: _____

DGS Supplier ID number: _____

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

Check only one box in Section 2 and provide original signatures of all disabled veteran (DV) owners and managers of the DVBE.

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.

Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. (*attach additional sheets if more than one principal*)
Principal Name: _____ Principal Phone: _____
Principal Address: _____

Disabled veteran owners and managers of the DVBE: (*attach additional sheets if necessary*)

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

SECTION 3. MUST BE COMPLETED BY DVBEs THAT PROVIDE RENTAL EQUIPMENT AND ARE NOT BROKERS/AGENTS

Skip this section if (i) the DVBE is not providing rental equipment or (ii) the DVBE indicated in Section 2 that it is a broker or agent.

Check applicable boxes below 3 and provide original signatures of all DV owners and managers of the DVBE.

- Pursuant to MVC 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with MVC 999 et seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented in connection with this solicitation. I (we), the DV owner(s) of the equipment, have submitted to DGS my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in MVC 999.2 (c) and (g).

Disabled veteran owners of the DVBE: *(attach additional sheets if necessary)*

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>DV owner Telephone Number</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>Telephone # of DV owner</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

Disabled veteran managers of the DVBE: *(attach additional sheets if necessary)*

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

DVBE DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services; (ii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs; and (iii) “bid” refers to a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must submit a DVBE Declaration completed by each DVBE that will provide goods and/or services in connection with its bid. If Bidder is itself a DVBE, it must complete the DVBE Declaration itself. If Bidder will use one or more DVBE subcontractors, each DVBE subcontractor must complete a DVBE Declaration.

If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not submit a DVBE Declaration. In addition, if Bidder wishes to claim the DVBE incentive using a DVBE Business Utilization Plan (BUP) on file with DGS, Bidder should not submit a DVBE Declaration. Note that a BUP cannot be used to qualify for the DVBE incentive in a non-IT services solicitation.

The JBE will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the DVBE Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the DVBE Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section 1

Provide the full legal name of the DVBE, and its DGS Supplier ID number. This number is in the DVBE’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.

Instructions for Section 2

Check only one box. If the DVBE is not a broker or agent, check the first box. If the DVBE is a broker or agent, check the second box and provide the name, address, and phone number of the principal for which the DVBE is an agent or broker. Military and Veterans Code section 999.2(b) defines “broker” or “agent” as an individual or entity that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to [a JBE], unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

All disabled veteran owners and managers of the DVBE must sign and date Section 2. If there are insufficient signature blocks for all disabled veteran owners and managers to sign, attach additional sheets.

Instructions for Section 3

The DVBE must complete Section 3 only if both of the following are true (i) the DVBE will provide rental equipment in connection with the contract, and (ii) the DVBE checked the first box in Section 2, indicating that it is not a broker or agent.

If (i) the DVBE will not provide rental equipment in connection with the contract, or (ii) the DVBE checked the second box in Section 2, indicating that it is a broker or agent, the DVBE should not check a box in Section 3 or provide the signatures in Section 3.

Check each box in Section 3 if the corresponding statement is true.

All disabled veteran owners of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran owners. Each disabled veteran owner of the DVBE must also provide his or her tax ID number,

address, and telephone number in the signature block. If there are insufficient signature blocks for all disabled veteran owners, attach additional sheets.

All disabled veteran managers of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran managers. If there are insufficient signature blocks for all disabled veteran managers, attach additional sheets.

3. Bidder must submit a copy of its “Notice of Approved DVBE Business Utilization Plan” issued by DGS along with this Bidder Declaration.

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

Enter the total number of DVBE subcontractors (DVBE Subcontractors) that Bidder will use for this contract: _____

If the total number of DVBE Subcontractors Bidder will use is zero, skip this section.

Provide the following information or materials for **each** DVBE Subcontractor that Bidder will use for this contract. Attach additional sheets if necessary.

1. DVBE Subcontractor name: _____
2. DVBE Subcontractor contact person: _____
3. DVBE Subcontractor address: _____
4. DVBE Subcontractor phone number: _____
5. DVBE Subcontractor email: _____
6. DVBE Subcontractor’s DGS Supplier ID number: _____
7. DVBE Subcontractor DVBE Certification active from _____ to _____.
8. Bidder must submit a copy of the DVBE Subcontractor’s DVBE certification approval letter along with this Bidder Declaration.
9. Describe the goods and/or services to be provided by the DVBE Subcontractor in connection with the contract:

10. Explain how the DVBE Subcontractor is performing a “commercially useful function” for purposes of this contract. (Please see the instructions for the definition of “commercially useful function.”)

11. Enter the percentage of the total bid price for the goods and/or services to be provided by the DVBE Subcontractor: _____%
12. Provide written confirmation from the DVBE Subcontractor that it will provide the goods and/or services identified above if Bidder is awarded the contract.
13. The disabled veteran owners and managers of the DVBE Subcontractor must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

SECTION IV. CERTIFICATION

I, the official named below, certify that the information provided in this form is true and correct. I am duly authorized to legally bind Bidder to this certification. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Tax ID Number</i>
<i>Address</i>	<i>Telephone Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

BIDDER DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services; (ii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs; and (iii) “bid” refers to a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs. Pursuant to Military and Veterans Code section 999, a person or an entity is deemed to perform a “commercially useful function” if a person or entity does all of the following: (a) is responsible for the execution of a distinct element of the work of the contract; (b) carries out the obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business services and functions; (d) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (e) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a person or entity will not be considered to perform a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must complete the Bidder Declaration. If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not complete the Bidder Declaration.

The JBE will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the Bidder Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the Bidder Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section I

Skip this section if Bidder is not itself a DVBE.

1. Provide Bidder’s DGS Supplier ID number. This number is in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If Bidder will subcontract any portion of the contract work, answer “yes” and complete subparts A-C. If Bidder will not subcontract any portion of the contract work, answer “no” and skip subparts A-C.
Subpart A: This percentage is equal to the amount to be paid by Bidder to all subcontractors divided by Bidder’s total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to subcontractors is \$35,000 and Bidder’s total bid price is \$125,000, enter “28%” ($35,000 \div 125,000 = 0.28$; $0.28 \times 100 = 28$).
Subpart B: Provide a detailed description of the goods and/or services the Bidder itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.
Subpart C: Provide an explanation of how the Bidder’s goods and/or services constitute a “commercially useful function” for purposes of the contract. Attach additional sheets if necessary.
4. The DVBE Declaration is separate from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of Bidder.
5. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of its DVBE certification approval letter.

Instructions for Section II

Skip this section if (i) Bidder does not have an approved Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Provide the date on which DGS approved Bidder's BUP.
2. Provide the date through which the BUP is valid.
3. Bidder must provide a copy of its "Notice of Approved DVBE Business Utilization Plan" issued by DGS. This copy must be provided along with the Bidder Declaration.

Instructions for Section III

A DVBE Subcontractor is any certified DVBE (whether a person, firm, corporation, or organization) contracting to perform part of Bidder's contract.

Enter the total number of DVBE Subcontractors that Bidder will use for the contract. If the number is zero, skip to Section IV. Otherwise, provide complete information (items 1-13 of Section III) for **each** DVBE Subcontractor.

1. Provide the full legal name of the DVBE Subcontractor.
2. Provide the name of a contact person at the DVBE Subcontractor. The contact person must be able to verify the information provided in the Bidder Declaration regarding that DVBE Subcontractor.
3. Provide the full address of the DVBE Subcontractor.
4. Provide the DVBE Subcontractor's phone number, including area code.
5. Provide the DVBE Subcontractor's email address. If the DVBE Subcontractor does not have an email address, insert "N/A."
6. Provide the DVBE Subcontractor's DGS Supplier ID number. This number is in the DVBE Subcontractor's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
7. Provide the applicable dates. These dates are in the DVBE Subcontractor's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
8. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of the DVBE Subcontractor's DVBE certification approval letter.
9. Provide a detailed description of the goods and/or services the DVBE Subcontractor will provide for the contract. Attach additional sheets if necessary.
10. Provide an explanation of how the DVBE Subcontractor's goods and/or services constitute a "commercially useful function" for purposes of the contract. Attach additional sheets if necessary.
11. This percentage is equal to the amount to be paid by Bidder to the DVBE Subcontractor divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to the DVBE Subcontractor is \$6,600 and Bidder's total bid price is \$75,000, enter "8.8%" ($6600 \div 75000 = 0.088$; $0.088 \times 100 = 8.8$).
12. Bidder must submit a written confirmation from the DVBE Subcontractor indicating that, if Bidder is awarded the contract, the DVBE Subcontractor will provide the required goods and/or services.
13. The DVBE Declaration is a separate form from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of the DVBE Subcontractor.

Instructions for Section IV

Provide Bidder's full legal name, tax ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Bidder representative in the box labeled "By (Authorized Signature)." Provide the name and title of the authorized Bidder representative, and the date, county and state where that person signed the certification, in the appropriate boxes.

Exhibit 1 to Request for Proposals

EFM Functional Requirements

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP Number – BAP-2017-01-PC

Title – E-Filing Services for the Superior Courts of California

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0001	Accounting	EFM receives filing transaction from EFSP at a detailed level, captures and stores transaction information, and marks the transaction as "Financials Pending."	Mandatory		
FM-0002	Accounting	All captured financial information is viewable to court user in Clerk Review.	Mandatory		
FM-0003	Accounting	If any part of the transaction is REJECTED ... a. The EFM captures the rejection status and stores transaction information. b. The EFM marks the transaction as "Financials Rejected." c. The EFM passes the transaction detail to the EFSP.	Mandatory		
FM-0004	Accounting	For all ACCEPTED portions of the transaction ... a. The EFM notifies/updates the Court CMS. b. The EFM marks the EFM transaction log as "Financials Filed." c. The EFM pass the transaction to the EFSP.	Mandatory		
FM-0005	Accounting	EFM receives final record of financial settlement, including reference numbers, and stores.	Mandatory		
FM-0006	Accounting	EFM will provide an accounting dashboard to aid in the reconciliation process completed daily by court accounting staff.	Mandatory		
FM-0007	Accounting	The accounting dashboard will combine EFSP financial data and Court CMS financial data for the contracting court.	Mandatory		
FM-0008	Accounting	The dashboard will receive and store EFSP transactional financial data.	Mandatory		
FM-0009	Accounting	The dashboard will receive and store EFSP daily financial settlement data.	Mandatory		
FM-0010	Accounting	The dashboard will retrieve financial transaction data from the Court CMS(s).	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0011	Accounting	The dashboard will receive and store Court daily financial settlement data.	Mandatory		
FM-0012	Accounting	The dashboard will enable court staff to compare and reconcile daily transaction data.	Mandatory		
FM-0013	Accounting	The dashboard will enable court staff to compare and reconcile daily financial settlement data.	Mandatory		
FM-0014	Accounting	The dashboard will enable court staff to mark and store comparative results with a user-configurable set of statuses (e.g., reconciled, pending, issues).	Mandatory		
FM-0015	Accounting	EFM will provide accounting reports for auditing purposes.	Mandatory		
FM-0016	Accounting	EFM will enable all views and reports to be exportable to Excel.	Mandatory		
FM-0017	Accounting	EFM will provide the ability to search transactional data by case number, EFSP, filer, status, and date.	Mandatory		
FM-0018	Accounting	EFM financial views will be sortable by all columns.	Mandatory		
FM-0019	Case Search—External	The system must allow court users to perform a case search by one or more of the following criteria: case number, case name, case type, transaction ID, court name or ID, attorney name or Bar ID, party name, filing date, etc.	Mandatory		
FM-0020	Case Search—Internal	The system must provide the capability to support searching by metadata (e.g., case type, case ID, court name or ID, transaction ID, case name, party name, attorney name or Bar ID, filing date).	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0021	Case Search—Internal	The system must allow the user to configure how many search results they can view per page.	Mandatory		
FM-0022	Case Search—Internal	The system must provide the capability to support simple and advanced searches (or quick and complex searches).	Desired		
FM-0023	Case Search—Internal	The system must provide the capability to sort search results.	Mandatory		
FM-0024	Case Search—Internal	The system must provide the capability to display search results along with the metadata used in search.	Mandatory		
FM-0025	Case Search—Internal	The system must allow users to perform searches using a combination of search criteria.	Mandatory		
FM-0026	Case Search—Internal	The system must provide the capability to filter search results.	Mandatory		
FM-0027	Case Search—Internal	The system must support wild card search and exact match search.	Mandatory		
FM-0028	Case Search—Internal	The system must allow for search results to be saved in other file formats like PDF or Excel.	Mandatory		
FM-0029	Case Search—Internal	The system must allow for "sounds like" searches.	Mandatory		
FM-0030	Clerk Review	The system must allow the user administrative abilities to change/reinstate task status and/or assignment.	Mandatory		
FM-0031	Clerk Review	The system must allow the user to make the case-initiating document a required filing.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0032	Clerk Review	The system must allow courts to configure specific case types, filer types (e.g., DA) and document codes (e.g., Proofs of Service) as configured by each county (e.g., case category, case type, etc.) in its CMS and/or document types for automatic acceptance.	Mandatory		
FM-0033	Clerk Review	The system must provide the court user with a configurable review screen. User can select which columns to view and in what order they appear. Also must be able to filter by filing attributes (e.g., case type, hearing date, document type, filer type etc.).	Mandatory		
FM-0034	Clerk Review	The system must provide the capability to configure who can view incoming case filings based on case type, user role (as defined by IAM), and permissions (e.g. court, filing type).	Mandatory		
FM-0035	Clerk Review	The system must allow the court user to assign/transfer from one work queue to another with an accompanying note containing information about the reason for the reassignment.	Mandatory		
FM-0036	Clerk Review	The system must make filings unavailable/locked for other court staff to process once a staff user has selected a filing from the queue and is working on the filing.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0037	Clerk Review	The system must allow for automatically assignment of statuses (configurable by location) to filings. Default statuses: - New: has not been opened by staff. Available for processing. - Open/Locked: court staff has begun the process of reviewing the filing submission; the transaction is not complete. - Pending: filing has been sent to the CMS and is awaiting confirmation that the filing was successfully processed in the CMS. - Failed: filing was sent to the CMS and failed in processing at the CMS level. - Filed: filing been sent to the CMS and successfully recorded. Alternatively, in a non-CMS integrated setting, this would mean the clerk printed the conformed documents). - Rejected: filing was rejected by the clerk during the clerk review process.	Mandatory		
FM-0038	Clerk Review	The system must provide the ability for users to set ticklers and reminders regarding documents in a user or workgroup queue needing action based on user-specified variable timing requirements.	Mandatory		
FM-0039	Clerk Review	The system must allow the user to send a task to multiple work queues (WQs) based on filing document.	Mandatory		
FM-0040	Clerk Review	The system must allow the user to keep completed tasks with a specific e-filing status in the queue for a configurable number of days.	Mandatory		
FM-0041	Clerk Review	The system must allow items with an e-filing status of accepted, partially accepted, and rejected (completed items) to remain in the work queue until a job runs at a later date/time to clean it up.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0042	Clerk Review	The system must allow the user to open a task from the work queue and have that task assigned to the user and "locked" while working on the task and "unlocked" when the user exits properly (without finishing the task).	Mandatory		
FM-0043	Clerk Review	The system must be able to sort/queue filings by the different column headings (e.g., filing date, court, status).	Mandatory		
FM-0044	Clerk Review	The system must allow multiple court users to be able to access the same queue at the same time and display only the filings based on their user roles and privileges.	Mandatory		
FM-0045	Clerk Review	The system must alert the court staff that a filing requires special attention, such as a request for a speedy trial, jury trial, pre-judgment, or emergency relief. Need court-configurable list of priority reasons.	Mandatory		
FM-0046	Clerk Review	The system must allow the user to view specific work queue column header information.	Mandatory		
FM-0047	Clerk Review	The system must allow the user to hover over work queue task items to see additional information.	Mandatory		
FM-0048	Clerk Review	The system must allow the user to filter the work queue tasks.	Mandatory		
FM-0049	Clerk Review	The system must allow the user to see and access e-filing transactions in a work queue that was opened by another clerk.	Mandatory		
FM-0050	Clerk Review	The system must allow the user to filter in the work queue by case number and see all transactions for that case.	Mandatory		
FM-0051	Clerk Review	The system must support automatic and manual placement of e-filing transactions into configurable work queues.	Mandatory		
FM-0052	Clerk Review	The system must allow court staff the ability to print or save the filed documents.	Mandatory		

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EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0053	Clerk Review	The Clerk Review system must present the user with a view of the textual filing data (e.g., filing parties, documents, case number, fees paid or waived, etc.) and the document so that the clerk can confirm the data matches the documents in the filing.	Mandatory		
FM-0054	Clerk Review	The Clerk Review system must provide the clerk with the ability to electronically stamp documents. The stamps must be configurable by court, and the user may select placement of the stamp on the document.	Mandatory		
FM-0055	Clerk Review	If a fee waiver is on file or has been included in the e-filing transaction, the system must display the fees as Waived or Pending Waiver.	Mandatory		
FM-0056	Clerk Review	The system must allow the user to enter information in a "comments" field that is visible in the work queue task list.	Mandatory		
FM-0057	Clerk Review	The system must allow the user to correct the case number on an e-filing.	Mandatory		
FM-0058	Clerk Review	The system must allow the user to reject a document in full or partially and allow for the case history to show the status in the entry.	Mandatory		
FM-0059	Clerk Review	The system must allow the user to reject an entire transaction or documents in the transaction.	Mandatory		
FM-0060	Clerk Review	The system must allow the user to start processing the transaction as soon as he/she opens the transaction.	Mandatory		
FM-0061	Clerk Review	The system must allow the user to remain in the e-filing transaction and be able to navigate in the CMS and return to the transaction.	Mandatory		
FM-0062	Clerk Review	The system must allow the user to partially process a transaction and exit. When the user returns, he/she will be automatically returned to the last screen in which he/she was working.	Mandatory		
FM-0063	Clerk Review	The system must allow the user to cancel out of a screen and return to the previous screen.	Mandatory		

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Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0064	Clerk Review	The system must allow the user to see whether an EFSP has set an amount not to exceed.	Mandatory		
FM-0065	Clerk Review	The system must allow the user to change a filing document name.	Mandatory		
FM-0066	Clerk Review	The system must allow the user to view comments submitted by a filer and send comments to the filer.	Mandatory		
FM-0067	Clerk Review	The system must be able to take the user from one data entry screen to the next based on the type of filing submitted.	Mandatory		
FM-0068	Clerk Review	The system must be able to allow a field to display a "not to exceed amount."	Mandatory		
FM-0069	Clerk Review	The system must allow the user to replace an attorney on the e-filing.	Mandatory		
FM-0070	Clerk Review	The system must allow the user to relate parties to e-filing.	Mandatory		
FM-0071	Clerk Review	For subsequent filings, the system must be able to display a new participant or updated information for an existing participant in separate sections.	Mandatory		
FM-0072	Clerk Review	The system must allow the user to file stamp, add text and other annotations on the document; with ability to move stamp location (on forms and e-signed documents).	Mandatory		
FM-0073	Clerk Review	The system must allow the user to include documents into the envelope back to the filer two ways: (1) auto attach generated documents, (2) upload and attach documents.	Mandatory		
FM-0074	Clerk Review	The system must allow the user to add a stamp to an e-filed document as a layer and not have that stamp burned in to the original image.	Mandatory		
FM-0075	Clerk Review	The system must be able to avoid court holidays and weekend dates in automatic date file stamps.	Mandatory		

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Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0076	Clerk Review	The system must allow the user to view e-filing transaction metadata by case.	Mandatory		
FM-0077	Clerk Review	Code entry via the Clerk Review process must enforce the same validations, such as required fill-in values, as code entry via the CMS.	Desired		
FM-0078	Clerk Review	The Clerk Review process must allow the clerk to electronically notify the filer of the reason for the rejection of the filing.	Mandatory		
FM-0079	Clerk Review	The system must allow for court staff or user to be able to enter by code description or by code and have the system auto-populate the required code values or description depending on what is entered.	Mandatory		
FM-0080	Clerk Review	The system must auto-accept certain filings.	Mandatory		
FM-0081	Clerk Review	The system must allow the user to validate submitted case information against the case title from the CMS for subsequent filing transactions.	Mandatory		
FM-0082	Clerk Review	The system must allow a court to configure by case type, document type, and/or filer type, which documents can bypass the clerk review process (auto-clerk). These documents will be automatically logged in the target case management system.	Mandatory		
FM-0083	Clerk Review	In auto-clerk, the system must reject filings when the filing is submitted for the incorrect case, or in other such non-substantive scenarios.	Mandatory		
FM-0084	Clerk Review	In auto-clerk, for case initiating documents, the system must facilitate: (a) the creation of the case in the CMS, (b) the automatic electronic file stamping of the PDF(s), and (c) the asynchronous transmission of the stamped document(s) back to the filer.	Mandatory		

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Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0085	Clerk Review	In auto-clerk, for case subsequent filing documents, the system must facilitate: (a) the lodging of the document in the CMS (e.g., ROA creation), (b) electronic file stamping of the PDF(s), and (c) the asynchronous transmission of the stamped document(s) back to the filer.	Mandatory		
FM-0086	Clerk Review	Auto-clerk must notify the filer as to what the defect was, if possible.	Desired		
FM-0087	Clerk Review	The system must allow a clerk to reject a filing for missing, insufficient, and/or mismatched information as well as any other reasons the court deems necessary to reject filings. When a clerk rejects a document, the system must generate a rejection notice and optionally lodge a copy in the court's CMS (if on a subsequent filing) and send a copy of the rejection to the e-filing party.	Mandatory		
FM-0088	Clerk Review	When a document is rejected by the court, the system must allow the court to store a copy of the rejected document in a document store as defined by the court.	Mandatory		
FM-0089	Clerk Review	The system must allow the user to retain and allow for viewing rejected documents for a configurable period of time.	Mandatory		
FM-0090	Clerk Review	The system must validate attorney information between e-filing and CMS.	Mandatory		
FM-0091	Code Table Management	The EFM must provide the ability to maintain code lists (i.e., entry, removal and modifications of codes and descriptions) without programming.	Mandatory		
FM-0092	Code Table Management	The system must provide the capability to allow authorized administrators to maintain code values used to configure the proper functioning of the application.	Mandatory		

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EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0093	Code Table Management	The system must provide the capability to allow authorized administrators to expire codes for future selection without impacting cases already using these codes.	Mandatory		
FM-0094	Code Table Management	The system must provide the capability to set future effective dates for codes.	Mandatory		
FM-0095	Code Table Management	The system must provide the capability for courts to share the same code values if so desired.	Mandatory		
FM-0096	Code Table Management	The system must provide the capability to search code tables.	Mandatory		
FM-0097	Code Table Management	The system must provide the capability to modify description of codes without impacting cases using these codes.	Mandatory		
FM-0098	Code Table Management	The system must provide the capability to allow each organization unit (e.g., Superior Court) to set up and maintain its own code values based on the organization's specific needs.	Mandatory		
FM-0099	Code Table Management	The system must provide the capability to have subgroups of code values, e.g., civil case types vs. criminal case types.	Mandatory		
FM-0100	Document Upload	The system must allow clerk to designate a filed document as confidential and automatically notify parties of the designation.	Mandatory		
FM-0101	Document Upload	The EFM must preserve filed document relationships captured by the EFSP (e.g., in the event of one document being split into multiple parts, or documents 1 and 2 are related to the hearing scheduled for next month).	Mandatory		
FM-0102	Help and Documentation	The Help menu must be consistent with industry-standards for online documentation (e.g., function key enabled, hovering over a field displays additional information).	Desired		
FM-0103	Help and Documentation	The system must provide the capability for authorized users to define and maintain content of the help.	Mandatory		

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Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0104	Help and Documentation	The vendor must provide a data dictionary detailing data stored in the system.	Mandatory		
FM-0105	Help and Documentation	The vendor must provide a data model detailing data stored in the system.	Mandatory		
FM-0106	Login	The system must have individual secure logins for court staff to login, review, accept, and reject filings.	Mandatory		
FM-0107	Login	The system must allow court staff to login using their court-approved username and password (Court IAM).	Mandatory		
FM-0108	Misc.	The system must allow the court user to auto-balance and close a cashier session (if applicable).	Mandatory		
FM-0109	Misc.	The system must manage vendor e-filing document sizes.	Mandatory		
FM-0110	Misc.	The system must keep the original XML and XML that was returned after the transaction has been processed for a configurable period of time.	Mandatory		
FM-0111	Misc.	The system must allow the user to resend the acceptance of a transaction that originally gave an error message to an EFSP when sent, and when acceptance is resent, the original document is replaced.	Mandatory		
FM-0112	Misc.	The system must allow the user to send one confirmation with all documents filed in a transaction.	Mandatory		
FM-0113	Misc.	If the filing is unsuccessful, the EFM must return a specific error code and description that the EFSP can quickly understand to allow action by the user or EFSP.	Mandatory		

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Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0114	Misc.	The system must provide the following information back to the EFSPs after receipt of the filing and clerk review/acceptance: - User identification. - Unique trace number of the filing. - The outcome of the filing. - The date/time the outcome was determined.	Mandatory		
FM-0115	Misc.	The system must allow the user to split a proposed order from a transaction with multiple documents.	Mandatory		
FM-0116	My Filings	The EFM must provide web services to facilitate an EFSP dashboard of all filings and/or cases in which the user is a named party or a attorney of record. This only applies to cases or pleadings filed through the e-filing system.	Mandatory		
FM-0117	Notices and Alerts	The EFM must provide a web service to expose to EFSP all other parties on a case that should be notified/served.	Desired		
FM-0118	Notices and Alerts	The system must provide the capability to send alerts (e-mail/text) to parties and EFSPs based on certain court events (examples of events: acceptance of filing, hearing date scheduled, Notice of Decision issued, Court Order issued).	Desired		
FM-0119	Notices and Alerts	The system must allow parties to specify additional e-mail addresses or phone numbers for text messages to which alerts are to be sent, in addition to default address.	Desired		
FM-0120	Notices and Alerts	The system's EFM must provide the capability to notify the parties (by e-mail/ text and as alert on the e-filing system) when something has been updated on their case (e.g., notifying the plaintiff when the respondent has filed on that case).	Desired		
FM-0121	Notices and Alerts	The system must provide the capability to alert the staff if the user has identified any special needs (e.g., interpreter requested).	Desired		

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Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0122	Notices and Alerts	The system must provide the capability to alert the staff if the case is subject to mandatory mediation based on court rules.	Desired		
FM-0123	Notices and Alerts	The system must provide the capability to alert the staff (e-mail and display on the system) that the filing is past due based on business rules (e.g., if a motion was filed past the deadline).	Desired		
FM-0124	Payment	The EFM must provide functionality to support changes in filing fees controlled by effective dates through the court policy file.	Mandatory		
FM-0125	Payment	The EFM must provide functionality for EFSP to indicate that a fee waiver request order has been approved by the court.	Mandatory		
FM-0126	Payment	The EFM must provide functionality to reject submissions that have no payment and no valid waiver.	Mandatory		
FM-0127	Payment	The EFM must provide functionality to maintain a log of financial transactions for filings.	Mandatory		
FM-0128	Registration	The EFM must support a centralized user registry of filing users and registered users from all EFSPs on all cases.	Mandatory		
FM-0129	Reporting	The clerk portal must also provide a means to view and automatically e-mail the following reports: <ul style="list-style-type: none"> - Daily and Monthly Deposit Report for a given date/month. - Itemized Deposit listing for a given date range. - Batch summary deposit listing including refunds. - Daily and Monthly Refund Report for a given date/month. - Report detailing the collected amount and breakout of fees. - Itemized submission listing for a given date range. 	Mandatory		

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Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0130	Reporting	The system must support standard (pre-defined) and ad hoc (user-defined) reporting.	Mandatory		
FM-0131	Reporting	The ad hoc reporting system must be user-friendly with GUI-based screen(s) for creating customized reports without the need for in-depth knowledge of SQL or the database schema.	Mandatory		
FM-0132	Reporting	The system must provide the capability to schedule reports to run at specific time.	Mandatory		
FM-0133	Reporting	The system must make the reporting data model available for authorized users to create own reports.	Mandatory		
FM-0134	Reporting	The system must provide the capability to download report data in PDF, Word, or Excel formats.	Mandatory		
FM-0135	Reporting	The system must support statistical reports as required by the county or state.	Mandatory		
FM-0136	Submission	When a filing is accepted, the system must automatically create an ROA entry in the CMS indicating that the filing is submitted and display the case number and case status (e.g., Accepted) in the e-filing system unless the filing fee has not been paid or other business requirements are not met. The ROA entries must be easily configurable for each case type.	Mandatory		
FM-0137	Submission	The system, after a case or pleading has been submitted successfully, must auto-stamp (human-readable) the document with filing date and time, case number, clerk signature, and court name (per court configuration) and store and index in the DMS.	Mandatory		
FM-0138	Workflow Management	The system must provide the capability to create unlimited individual work queues (e.g., judge, staff, clerk) as well as unlimited shared work queues (e.g., court staff).	Mandatory		

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Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FM-0139	Workflow Management	The system must provide the ability to list all submissions from a particular organization or agency by work queue.	Desired		
FM-0140	Workflow Management	The system must provide the capability for the administrator to configure and create workflows (e.g., automatically routing cases based on case type). Please describe your workflow functionality and provide sample screenshots.	Mandatory		

Exhibit 2 to Request for Proposals

EFSP Functional Requirements

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP Number – BAP-2017-01-PC

Title – E-Filing Services for the Superior Courts of California

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFSP FUNCTIONAL REQUIREMENTS

Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0001	Document Upload	The system must allow the filer to select a document type from a drop-down list and upload it as a document in the case.	Mandatory		
SP-0002	Document Upload	The system must have a visual display of the documents that have been completed and/or uploaded prior to submission.	Mandatory		
SP-0003	Document Upload	The system must provide the capability to delete or edit a document that was uploaded by the user (before submission).	Mandatory		
SP-0004	Document Upload	The system must provide the capability to convert documents into PDF or PDF/A format automatically at the time of document upload.	Mandatory		
SP-0005	Document Upload	The system must provide the capability for the user to flag a document as confidential or redacted, select reason(s) from the drop down (e.g., contains SSN, bank account number) and submit both redacted and unredacted versions. The system must display a message to the user consistent with filing confidential documents per court policy.	Mandatory		
SP-0006	Document Upload	The EFSP should attach multiple supporting documents and link (e.g., as an exhibit, transcript, multimedia presentation made to the jury) to main documents in the submission, or note the existence of non-electronic submissions (e.g., physical exhibit, oversized document).	Desired		
SP-0007	Filer Review	The system must allow the user to "view" the completed filing/pleading as well as supporting documents before submission.	Mandatory		

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EFSP FUNCTIONAL REQUIREMENTS

Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0008	Filer Review	When the system attempts to send data to the CMS and the CMS is unable to accept data (i.e., it is offline or not functioning), court staff will receive notification that such an event has occurred. This notification should be an on-screen display and an e-mail alert to appropriate staff.	Mandatory		
SP-0009	Filer Review	The system must allow the user to "edit" the filings/pleadings and supporting documents before submission.	Mandatory		
SP-0010	Filing	The system must allow for automatic assignment of statuses (configurable by location) to filings. Default statuses: <ul style="list-style-type: none"> - New: has not been opened by staff. Available for processing. - Open/Locked: court staff has begun the process of reviewing the filing submission; the transaction is not complete. - Pending: filing has been sent to the CMS and is awaiting confirmation that the filing was successfully processed in the CMS. - Failed: filing was sent to the CMS and failed in processing at the CMS level. - Filed: filing has been sent to the CMS and successfully recorded. Alternatively, in a non-CMS integrated setting, this would mean the clerk printed the conformed documents). - Rejected: filing was rejected by the clerk during the Clerk Review process. 	Mandatory		
SP-0011	Filing	The system must give the user the option to file "new" cases as well as file to an "existing" case (e.g., motions, affidavits, pleadings).	Mandatory		

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SP-0012	Filing	The EFSP must provide the ability to require that specific information be entered when a new case is initiated (e.g., parties, court and original case number for an appeal, etc.) and with each document (e.g., number of pages in each document) as applicable by local rules or laws.	Mandatory		
SP-0013	Filing	The EFSP must verify the page count and word count for attached documents at the time of filing.	Desired		
SP-0014	Filing	The system must allow the user to file to an existing case by entering the case number, transaction ID, or case name. The system must display the case summary information (e.g., party, case type, case number, filing date) from the CMS. The system must provide the capability to filter the events/registry of actions by document type, user, date/date range, etc.	Mandatory		
SP-0015	Filing	The system must be allow the filer to upload and submit both PDF and Word documents.	Mandatory		
SP-0016	Filing	The system must allow the user to file multiple cases/pleadings without having to log back in for each.	Mandatory		
SP-0017	Filing	The system, wherever applicable, must be capable of providing an option for the user to indicate time/date availability for a hearing.	Desired		
SP-0018	Filing	The system must auto-fill user information where appropriate/necessary based upon the user's registration profile (e.g., name, address).	Mandatory		
SP-0019	Filing	The system must alert users prior to click of submit button that once submitted the user has filed their new case or pleading with the court and has all associated costs will be incurred when accepted by the court.	Mandatory		
SP-0020	Filing	The system must allow for the capture of multiple plaintiffs and/or defendants in one case.	Mandatory		

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EFSP FUNCTIONAL REQUIREMENTS

Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0021	Filing	The system must allow the user to file a response and link to one or multiple events (pleadings) on a case and select the type of document they are filing (e.g., filing a response/objection to Motion 1 and Motion 2).	Desired		
SP-0022	Filing	The system must filter the list of responses based upon selected pleading and business rules. (e.g., Motion in Opposition to a Motion). This only applies to the user who is filing a response to a existing pleading.	Desired		
SP-0023	Filing	The system must provide the capability to allow the user to indicate the need for interpreter/translator (e.g., having a checkbox) and also to select the appropriate language for future hearings.	Mandatory		
SP-0024	Filing	The system must display a notification or explanation of fees (filing and payment type options) if the defendant/respondent/third party user is filing a counterclaim. The fees must be easily configurable.	Mandatory		
SP-0025	Filing	The system must allow defendant/respondent to file a response to the original complaint.	Mandatory		
SP-0026	Filing	The system should allow users to upload documents from personal computers, clerk office kiosk, or cloud storage.	Mandatory		
SP-0027	Filing	Unless registered/logged in as an attorney or unrepresented individual, the system must prompt the user to upload certain court-required documents (e.g., proof of authority if filing on behalf of a corporation, any other person, or entity).	Desired		
SP-0028	Filing	The system must alert user prior to click of submit button that once submitted the user will have filed/responded to a legal action or pleading.	Mandatory		
SP-0029	Filing	The system must validate the case number against the CMS (through the EFM) and pre-populate the fields (metadata) on the standard forms based on the case number entered.	Mandatory		

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EFSP FUNCTIONAL REQUIREMENTS

Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0030	Filing	The system must provide the capability to allow the user to submit documents in a closed case pending clerk approval.	Mandatory		
SP-0031	Filing	The system must force the user to update parties' contact information if the filing is on a closed case.	Desired		
SP-0032	Filing	The e-filing system must provide the capability to automatically generate additional documents (e.g., instructions for the plaintiff for service of process) based on the filing type and make them accessible for the user.	Mandatory		
SP-0033	Filing	The system must provide the capability to send a copy of the filing document by e-mail or hyperlink to additional parties or other individuals.	Mandatory		
SP-0034	Filing	The system must provide the capability for a party to waive formal service of process for the complaint and summons in that case (e.g., a check box).	Mandatory		
SP-0035	Filing	The system must be able to provide a custom field validation on unlawful detainer (UD) cases.	Mandatory		
SP-0036	Help and Documentation	The system must provide an option for the user to take a self-help tutorial (e.g., how to e-file).	Desired		
SP-0037	Help and Documentation	The Basic EFSP Portal must provide unrepresented litigants with links or contact information to receive any necessary assistance.	Mandatory		
SP-0038	Help and Documentation	The Help menu must be consistent with industry-standards for online documentation (e.g., function key enabled, hovering over a field displays additional information).	Desired		
SP-0039	Help and Documentation	The system must be capable of issuing broadcast messages to users when they log on, to inform them of policy and procedure changes relative to e-filing.	Desired		
SP-0040	Help and Documentation	The system must allow users to access documentation online.	Mandatory		

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Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0041	Help and Documentation	The system must provide the capability to have online help accessible from each screen.	Mandatory		
SP-0042	Help and Documentation	The system must support an online tutorial where relevant.	Mandatory		
SP-0043	Help and Documentation	The system must provide online FAQ functionality.	Mandatory		
SP-0044	Help and Documentation	The system must provide online screen-level help.	Mandatory		
SP-0045	Help and Documentation	The system must provide an online user manual.	Mandatory		
SP-0046	Help and Documentation	The system must have capability to provide on-screen help for individual fields.	Mandatory		
SP-0047	Help and Documentation	The system must have the capability to make court-specific documentation, policies, procedures, statutes, court rules, etc., accessible on the help menu.	Mandatory		
SP-0048	Help and Documentation	Vendor must provide multiple ways to access support (Mandatory: toll-free number, Internet, e-mail, remote diagnosis; Optional: <u>discussion groups, newsletters</u>).	Mandatory		
SP-0049	Help and Documentation	The selected vendor must provide English-speaking customer support to end users during business hours (8-5). Other languages will be supported at the courthouse.	Mandatory		
SP-0050	Help and Documentation	The system must provide an online-chat capability for users and court staff to ask any technical questions in real-time with the vendor (24x7).	Desired		
SP-0051	Login	The system must allow users to log in using IAM-approved username and password.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFSP FUNCTIONAL REQUIREMENTS

Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0052	Login	Upon completion of a properly executed E-File registration form, a user ID and a confidential, secure access code must be assigned to the user by IAM.	Desired		
SP-0053	Misc.	The system must allow the user, at case initiation, to enter a minimum number of participants to create the case.	Mandatory		
SP-0054	Misc.	The system must allow the user to enter a premise address entered for all unlawful detainer cases.	Mandatory		
SP-0055	My Filings	The system must provide a dashboard of all filings and/or cases in which the user is a named party or an attorney of record. This only applies to cases or pleadings filed through the e-filing system.	Mandatory		
SP-0056	My Filings	The system must provide the capability for users to view but not edit all cases and associated court documents along with the status of that filing, case number, filed/submitted date, next hearing date, etc.	Desired		
SP-0057	My Filings	The system must provide the capability to perform a search on the cases filed by the user. The search may include filters such as case number, parties, case name, filing date range, case category, court, next hearing date, pleading type, etc.	Mandatory		
SP-0058	My Filings	The system must allow the user to click on the case number and view the case details summary.	Mandatory		
SP-0059	Navigation	The system must provide the capability to prompt the user for confirmation upon a user requested "save" or "cancel" action.	Mandatory		
SP-0060	Navigation	The system must provide the capability to alert a user if an attempt is made to exit the screen without saving data.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFSP FUNCTIONAL REQUIREMENTS

Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0061	Navigation	The system must provide the capability for users to choose their landing page upon successful login.	Desired		
SP-0062	Navigation	The system must be capable of issuing broadcast messages to users when they log on, to inform them of policy and procedure changes relative to e-filing.	Mandatory		
SP-0063	Navigation	The system must provide the capability for users to customize their screens.	Desired		
SP-0064	Notices and Alerts	The system must provide the capability to generate and display alerts on the e-filing system based on certain events/statuses and must be configurable (examples of events: acceptance of filing, hearing date scheduled, Notice of Decision issued, Court Order issued, Defendant Notice issued, Counterclaim, Voluntary Non-Suit). Please describe your notification/alerts functionality and provide relevant screenshots in your response.	Desired		
SP-0065	Notices and Alerts	The system should send an e-mail/notification to other parties of any pleadings filed on a case.	Desired		
SP-0066	Payment	The system must provide the user interface for payment processing and allow for collection of a payment processing fee.	Mandatory		
SP-0067	Payment	The EFSP must provide functionality for the user to manage his/her payment accounts.	Mandatory		
SP-0068	Payment	The EFSP must provide functionality to send notices to users when fees are due, an account has reached a minimum amount, or if a fee amount has been updated by the clerk causing fees to change.	Mandatory		
SP-0069	Payment	The EFSP must support changes in filing fees controlled by effective dates through the court policy file.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFSP FUNCTIONAL REQUIREMENTS

Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0070	Payment	The EFSP must provide functionality for user to designate a preferred method of payment (e.g., credit card, debit, e-Check, ACH draw-down account).	Mandatory		
SP-0071	Payment	The EFSP must provide functionality for a user to indicate that a fee waiver request order has been approved.	Mandatory		
SP-0072	Payment	The EFSP must calculate and collect all fees due unless accompanied by an application for fee waiver.	Mandatory		
SP-0073	Payment	The system must provide the capability to allow the user to submit case filings without payment if a fee waiver is filed with the original case filing.	Mandatory		
SP-0074	Payment	The EFSP must provide functionality to maintain a log of financial transactions for filings.	Mandatory		
SP-0075	Payment	The EFSP must support at least one payment method and may support multiple methods (credit card, e-check, draw down accounts, net billing) to facilitate capture of fees.	Mandatory		
SP-0076	Payment	The system must auto-assess total fees based on the document or filing selected as determined by court rule, statute, or other through the court policy file.	Mandatory		
SP-0077	Payment	The EFSP is responsible for the collection and distribution of all court fees.	Mandatory		
SP-0078	Payment	The EFSP may be directed to seamlessly integrate with a court-approved merchant card processing vendor (through a secured payment hosted page or APIs) and allow for the users to pay the appropriate credit card fees online.	Mandatory		
SP-0079	Payment	The system must provide a confirmation code/message once payment is approved or submission without pre-payment.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFSP FUNCTIONAL REQUIREMENTS

Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0080	Payment	The system must be able to allow select state and county agencies to file cases with "zero" court filing fees.	Desired		
SP-0081	Payment	The system must provide the capability to automatically prompt the user with additional questions regarding additional fees for particular case types. This fee will then be automatically added to the total filing fee.	Mandatory		
SP-0082	Payment	The system must create an online receipt that can be printed and/or saved as a file by the user.	Mandatory		
SP-0083	Payment	The Basic EFSP Portal must provide indigent parties or government filers with a means to upload documents and submit filings without being charged.	Mandatory		
SP-0084	Payment	The EFSP must provide functionality to reject submissions that have no payment and no valid waiver.	Mandatory		
SP-0085	Payment	The EFSP must provide functionality to maintain a log of financial transactions for filings.			
SP-0086	Payment	The Basic EFSP Portal must provide government and other no-fee users with a means to upload documents, assemble filings, and submit filings without being charged, unless the user is required by law to pay a clerk filing fee.	Mandatory		
SP-0087	Print	The system must provide functionality to view and print case filings/documents based on user authorization and access rights (e.g., only parties on the case will be able to print their case for free).	Mandatory		
SP-0088	Registration	The EFSP must interact with the IAM identity management system to authenticate users and gather court-managed user data (e.g., ID, role, Bar #, ...).	Mandatory		
SP-0089	Registration	The EFSP must capture the user-defined IAM role (e.g., self-represented litigant, attorney, government filer).	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFSP FUNCTIONAL REQUIREMENTS

Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0090	Registration	Registered users of the California E-filing system should be able to define a preferred method for notifications (e.g., orders, service of filed documents) to be sent to them.	Mandatory		
SP-0091	Registration	The system must allow the legal staff of a law firm to be able to register under the law firm.	Mandatory		
SP-0092	Registration	The system must prompt the registrant to accept the disclaimer and terms and conditions before registration is complete.	Mandatory		
SP-0093	Registration	All EFSP users, including those using the solution provided by the EFM vendor, must be registered with the respective EFSP via an electronically signed user agreement.	Mandatory		
SP-0094	Registration	The system must be able to automatically accept or reject registrations based on configurable business rules.	Desired		
SP-0095	Registration	The system must allow the registrant to interact with IAM to update court-managed information (e.g., name, address, phone number, e-mail address, firm).	Mandatory		
SP-0096	Registration	The system must allow the registrant to use the same registration (username and password) for filing future court cases with the court.	Mandatory		
SP-0097	Registration	The system must display a message with the reason for rejecting a registration.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
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EFSP FUNCTIONAL REQUIREMENTS

Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0098	Registration	The system must allow individual user accounts/profiles to be associated with an organization's "group account" so that a user can be verified as a member of the external organization and the user's rights can be based on the group's rights (e.g., an attorney can be identified as a member of a particular firm).	Mandatory		
SP-0099	Registration	The system must have the ability to establish different security levels (for different individuals) within an organization.	Desired		
SP-0100	Registration	The system should allow the assignment of security administration responsibilities to multiple users, with the ability to set limits for subordinate security administrators.	Desired		
SP-0101	Registration	The system must have the capability to allow/reject registration based on business rules that can be configured.	Mandatory		
SP-0102	Registration	The system must send a confirmation e-mail (address obtained from IAM) after a user has registered successfully with the system.	Mandatory		
SP-0103	Registration	The system must have configurable rules to approve or reject new registrations.	Mandatory		
SP-0104	Registration	The system must authenticate all users with the MyCACourt ID.	Mandatory		
SP-0105	Registration	The application must support both a self-registration process as an attorney (with an attorney ID and firm ID stored in their profile) or as an unrepresented litigant.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
EFSP FUNCTIONAL REQUIREMENTS

Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0106	Save	The system must provide the capability for the user to save at any point in time (temporary saves) while filing a document/pleading.	Mandatory		
SP-0107	Service/E-Service	The system must provide the capability to allow the user, on certain case types, to select the service option based on the applicable law (e.g., U.S. Mail, Certified Mail, Registered Mail, Sheriff Service, Private Process Service, or any other method authorized by law to perfect service).	Mandatory		
SP-0108	Service/E-Service	The system must provide the capability to deliver electronic copies of party filings and court documents (orders, notices, etc.) and electronic notifications to the parties through the e-filing system.	Mandatory		
SP-0109	Service/E-Service	The system must be able to indicate if a participant can or cannot be e-served.	Mandatory		
SP-0110	Submission	The system must display a message and prompt the user to accept the terms and conditions before submission.	Mandatory		
SP-0111	Submission	The system must provide an option to "save and archive" or "cancel" the filing transaction if the user does not accept the terms and conditions for submission.	Mandatory		
SP-0112	Submission	The system must automatically send confirmation e-mail (e-notify) of case filed with the courts with the filing date/time and case number assigned, if available.	Mandatory		
SP-0113	Submission	The clerk must also be allowed to enter notes back to the user to assist in the resolution of the rejection.	Mandatory		

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EFSP FUNCTIONAL REQUIREMENTS

Auto Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SP-0114	Submission	The system must record all dates and times needed to apply court rules governing the date and time that a filing is deemed to occur for that court (e.g., time of filing by user, time of review by clerk, acceptance of filing, etc.).	Mandatory		
SP-0115	Submission	The system must auto-generate a unique transaction ID for the submission and auto-stamp the documents (including uploaded documents) with that transaction ID.	Mandatory		
SP-0116	Web Forms	The system must be able to validate the data entry based on court rules/business rules.	Mandatory		

Exhibit 3 to Request for Proposals

Non-Functional Requirements

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP Number – BAP-2017-01-PC

Title – E-Filing Services for the Superior Courts of California

NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0001	General	The EFM API must be a secure, non-proprietary, access-controlled Web service that allows commercial EFSPs, large law firms, government agencies, and others to submit filings to the EFM.	Mandatory		
NF-0002	General	The system (e-filing system) must be Web-based and accessible over the Internet through a Web browser. The system must not be dependent on any browser plug-ins to be downloaded for the application to work.	Mandatory		
NF-0003	General	The system must be scalable and be able to support users statewide.	Mandatory		
NF-0004	General	In the event of an outage or a significant processing delay, designated court and division staff must be notified within 15 minutes by e-mail that includes a brief description of the problem and the estimated time of the next update or resolution of the problem.	Mandatory		
NF-0005	General	The system must allow for quick and easy configuration for all non-civil case types (criminal, traffic, probate, etc.). This must include items such as navigation, look and feel, fees, questions, forms, alerts, business rules/court policy, etc.	Desired		
NF-0006	General	The system must allow for easy customization of Web-based forms (e.g., Complaint) and guided interview questionnaires.	Desired		
NF-0007	General	The system will support the addition of other active cases that are currently paper-based.	Desired		

NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0008	General	The application does not require any Plug-ins / Active X controls.	Desired		
NF-0009	General	The application does not require any client side installs (zero footprint without dependencies).	Desired		
NF-0010	General	The application must support a wide variety of browsers including and not limited to: the latest versions of Microsoft Internet Explorer, Firefox, Chrome, and Safari.	Mandatory		
NF-0011	General	Session duration must be configurable.	Desired		
NF-0012	General	Rights and privileges must be assigned to users, groups and roles by an administrator.	Mandatory		
NF-0013	General	The user interface must dynamically reflect functions and capabilities that are consistent with the user's rights and privileges.	Mandatory		
NF-0014	General	Basic activity logging, recording, and storage functionality to be configured. The solution must maintain logs of all user activity. Archival logging to be configured.	Mandatory		
NF-0015	General	The application must provide a configurable user interface layer that will allow for site branding.	Desired		
NF-0016	General	The system must provide integration with the court-supported e-mail system. The e-mail must come from a recognized domain.	Desired		

NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0017	General	The system must provide processing visual displays indicating that the system is in the process of responding to the user's request. Include status bar showing percentage complete. Individual percentages must be displayed for multiple uploads.	Desired		
NF-0018	General	The system must prevent inadvertent multiple processing such as a user clicking a submit button twice.	Mandatory		
NF-0019	General	The system will support limiting quotas for file sizes, etc., configurable by court.	Desired		
NF-0020	General	Any software upgrades will be backward compatible with existing interfaces.	Mandatory		
NF-0021	User Interface and Display	The system must have a common, consistent end-user Web interface.	Mandatory		
NF-0022	User Interface and Display	The system must provide a consistent and user-friendly interface that allows for rapid data entry for the users to file cases and for the court staff to review and process filings.	Mandatory		
NF-0023	User Interface and Display	The system must provide a user interface that operates in the same manner for similar functions with the same look and feel, and support consistent data entry and maintenance.	Mandatory		
NF-0024	User Interface and Display	The system must provide a user interface which minimizes screen scrolling as much as possible.	Mandatory		
NF-0025	User Interface and Display	The system must provide the capability to mark or highlight all required data items on a data entry page.	Mandatory		

NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0026	User Interface and Display	The system must provide the capability to prevent read-only data items from being modified.	Mandatory		
NF-0027	User Interface and Display	The system must provide the capability to highlight input errors (e.g., missing data, incorrect format, DOB is in the future) and prompt user for correction.	Mandatory		
NF-0028	User Interface and Display	The system must provide the capability to display clear error messages that can help a user understand and resolve the encountered error.	Mandatory		
NF-0029	User Interface and Display	The system must provide proper validation to prevent invalid data from being entered or saved in the system.	Mandatory		
NF-0030	User Interface and Display	The system must provide the capability to prompt the user to save or cancel if user attempts to logout of system with unsaved changes.	Mandatory		
NF-0031	User Interface and Display	The system must provide the capability to dynamically display functions and capabilities consistent with the user's privileges (e.g., add, view, edit, delete).	Mandatory		
NF-0032	User Interface and Display	The system must provide the capability to display dynamic court-specific dropdown pick lists, where the value chosen from one list determines the list of values on another list.	Mandatory		
NF-0033	User Interface and Display	The system must provide the capability to alert the user of certain special conditions (e.g., this is an in-camera review document, sealed document).	Mandatory		

NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0034	User Interface and Display	The system must provide the capability to provide data entry formatting in applicable input fields (e.g., phone number, DOB). The system must allow for both calendar widget pick as well as direct data entry in the fields.	Mandatory		
NF-0035	User Interface and Display	The system must provide the capability to alert the user of certain special conditions/requirements.	Mandatory		
NF-0036	User Interface and Display	The system must provide the capability to provide an edit mask or validation on appropriate input fields to facilitate data entry and ensure accuracy.	Mandatory		
NF-0037	User Interface and Display	The system must provide the capability to customize or set up court-specific menus or menu bars.	Desired		
NF-0038	User Interface and Display	The system must implement the work queues (e.g., judge use cases) to be accessible/managed by Web services.	Desired		
NF-0039	User Interface and Display	The EFM must provide users the ability to direct a document in their work queue to any other individual or workgroup queue (e.g., the staff for a particular judicial officer).	Mandatory		
NF-0040	Integration with Trial Court Case and Document Management Systems	The e-filing system (EFM) must integrate with the three statewide CMS vendor products and Journal Technology's eCourt.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0041	Integration with Trial Court Case and Document Management Systems	The e-filing system (EFM) must provide sufficient bidirectional integration between all EFSPs, CMSs and DMSs. This requires that the EFM provide the capability to access and post data and documents, supporting the necessary features of a complete e-filing solution.	Mandatory		
NF-0042	Integration with Trial Court Case and Document Management Systems	A non-proprietary API to allow EFSPs to maintain data in the central register must be provided by the EFM vendor and made available to all certified EFSPs (e.g., e-file vendor, law firm, state agency, etc.).	Mandatory		
NF-0043	Integration with Trial Court Case and Document Management Systems	The EFM API must provide a standard messaging bus in order for the EFSPs to be notified when a filing has been accepted or rejected.	Mandatory		
NF-0044	Integration with Trial Court Case and Document Management Systems	The e-filing system (EFM) must create an automatic ROA entry and update the CMS (with filing data, case event, case status, etc.) once a new case or pleading is accepted in the e-filing system.	Mandatory		
NF-0045	Integration with Trial Court Case and Document Management Systems	The e-filing system (EFM) must create an automatic CMS entry of filing fees paid and update the CMS once a new case or pleading is accepted in the e-filing system.	Mandatory		
NF-0046	Integration with Trial Court Case and Document Management Systems	The e-filing system (EFM) must return case number, case events/updates (e.g., status, filing date, accepted date, hearing date) generated in the CMS back to the e-filing system.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0047	Integration with Trial Court Case and Document Management Systems	The e-filing system must integrate with the trial court public access system to allow users to file into cases viewed in the public access system.	Desired		
NF-0048	Integration with Trial Court Case and Document Management Systems	If the system cannot communicate with the CMS or DMS, it must place submitted filings into a temporary queue for later processing and automatically complete the submission when the CMS or DMS is once again accessible.	Mandatory		
NF-0049	Integration with Merchant Credit Card Processing Services	The system must pass through transaction data from the merchant card processing services vendor for consumption by the CMS in a format defined by the financial gateway. The data will include: transaction ID, payer's first and last name, payer's address, payment amount, payment type, and payment date/time.	Mandatory		
NF-0050	Standards/Compliance	The application provides the following ECF 4.01 conformant operations to EFSPs: ReviewFiling, NotifyFilingReviewComplete, GetFilingList, GetFilingStatus, GetServiceInformation, ServeFiling and the following ECF 4.01 operations to CMS/DMS: RecordFiling, NotifyDocketingComplete. ECF 4.01 operations are defined at http://www.oasis-open.org/committees/legalxmlcourtfilling/	Mandatory		

NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0051	Standards/Compliance	The application provides the following ECF 4.01 conformant operations to the EFSPs: GetPolicy, GetFeesCalculation, GetCaseList, GetCase, GetDocument.	Desired		
NF-0052	Standards/Compliance	The application publishes and consumes all ECF 4.01 conformant operations using the ECF Web Services Service Interaction Profile 2.01.	Mandatory		
NF-0053	Standards/Compliance	The system must be certified to conform with the mandatory ECF 4.01 operations through the IJIS Institute Springboard program and California court policies through a California certification authority within 6 months of contract award.	Desired		
NF-0054	Standards/Compliance	The application must support Secure HTTPS.	Mandatory		
NF-0055	Standards/Compliance	All API exposed for integration with other applications must be Web services conforming to industry standards.	Mandatory		
NF-0056	Standards/Compliance	The application supports the current and previous versions of NIEM for its message schemas.	Desired		
NF-0057	Standards/Compliance	The application must show compliance with United States Section 508 standards for accessibility.	Mandatory		
NF-0058	Standards/Compliance	The application complies with the current version of the Web Content Accessibility Guidelines (WCAG).	Mandatory		
NF-0059	Standards/Compliance	The e-filing system and portal must comply with Title II of the Americans with Disabilities Act (ADA) and the Rehabilitation Act of 1973.	Mandatory		

NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0060	Standards/Compliance	The vendor must provide performance reports of filings and system availability, including downtimes and recovery times, and system throughput, including any delays.	Mandatory		
NF-0061	Standards/Compliance	All financial transactions must be PCI-compliant.	Mandatory		
NF-0062	Document Management	The Basic EFSP Portal must ensure that filings submitted to the EFM API are in PDF files, except proposed orders which may also be in Microsoft Word format.	Mandatory		
NF-0063	Document Management	The system must send a message immediately to the EFSP and must hold the filing for submission to the court when the court's CMS is not accessible and operational.	Mandatory		
NF-0064	Document Management	The solution must support conversion of scanned images into searchable PDF.	Mandatory		
NF-0065	Document Management	The solution must support conversion of scanned images into searchable PDF/A.	Desired		
NF-0066	Application Security	The application must support virus scanning and malware with latest definitions of all uploaded documents.	Mandatory		
NF-0067	Application Security	The application must support role-based security.	Mandatory		
NF-0068	Application Security	The application must be safeguarded against SQL vulnerabilities. Describe your approach to securing the application.	Mandatory		
NF-0069	Application Security	The vendor will follow best data loss prevention practices.	Mandatory		

NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0070	Application Security	The system must secure all data exchanged with the merchant card processing vendor using HTTPS links and with 256-bit encryption strength.	Mandatory		
NF-0071	Application Security	The system must be PCI-compliant.	Mandatory		
NF-0072	Application Security	The system must include the roles/permissions for new users and the ability to disable users when they leave employment or are reassigned.	Mandatory		
NF-0073	Security and Access Rights Management	The system must allow for multiple methods of authentication - LDAP, Active Directory, Form-based authentication, etc.	Desired		
NF-0074	Security and Access Rights Management	The system must provide the capability to authenticate user login by username and password.	Mandatory		
NF-0075	Security and Access Rights Management	The system must provide the capability for registered users to recover/reset their username and password.	Mandatory		
NF-0076	Security and Access Rights Management	The system must provide multi-level security to control access.	Mandatory		
NF-0077	Security and Access Rights Management	The system must provide the capability to ensure that a user, once authenticated, can perform operations (view, add, update, delete) on the data and only the data he or she is authorized to access.	Mandatory		
NF-0078	Security and Access Rights Management	The system must provide administrative functions allowing authorized users to delete a user but retain all history associated with the user's activity.	Mandatory		

NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0079	Security and Access Rights Management	The system must provide for the capability to designate users as administrators and to change those who have that designation by a super administrator.	Mandatory		
NF-0080	Security and Access Rights Management	The system must provide administrative functions allowing authorized users to lock a user out of the system or unlock a user to allow user to regain access.	Mandatory		
NF-0081	Security and Access Rights Management	The system must provide for role-based access control - only authorized users will be able to see or view certain information (e.g., sealed documents).	Mandatory		
NF-0082	Security and Access Rights Management	Security must provide the ability to limit or allow access to filings and/or work queues based on court, case type, and/or role.	Mandatory		
NF-0083	Security and Access Rights Management	The system must provide the capability to configure the system timeout feature based on court policy.	Mandatory		
NF-0084	Security and Access Rights Management	The system must provide the capability to automatically disconnect a user from the system after a pre-configured timeout criterion (based on court policy) is met.	Mandatory		
NF-0085	Security and Access Rights Management	The system must provide the capability to ensure screens, functions, or menu items are only visible to authorized users.	Mandatory		
NF-0086	Security and Access Rights Management	The system must provide the capability to ensure that sensitive or confidential information on any displayed page is only viewable by users with the required authorization.	Mandatory		

NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0087	Security and Access Rights Management	The system must provide the capability to log security violations.	Mandatory		
NF-0088	Security and Access Rights Management	The system must have security and control features that detect and prevent unauthorized access to the system (e.g., repeated attempts to guess passwords.)	Mandatory		
NF-0089	Security and Access Rights Management	The system must allow security changes made by security administrators to take effect immediately or at a specified time.	Mandatory		
NF-0090	Security and Access Rights Management	The system must provide the capability for security administrators to terminate a user's session immediately.	Mandatory		
NF-0091	Security and Access Rights Management	The system must allow administrators to assign a user to multiple groups.	Mandatory		
NF-0092	Security and Access Rights Management	The system must provide the capability to allow security to be managed by multiple administrators so each administrator can manage his/her own court if needed.	Mandatory		
NF-0093	Security and Access Rights Management	The system must provide the capability for security administrators to define security roles which control a user's abilities to access screens and data and perform system functions.	Mandatory		
NF-0094	Security and Access Rights Management	The system must encrypt passwords and prevent password from being displayed and printed.	Mandatory		
NF-0095	Audit Trail	The system must track all failed connect requests including EFSP, date/time, IP address, browser type, and version.	Mandatory		

NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NF-0096	Audit Trail	The system must track user actions requiring auditing based on business rules. Tracking must include but not be limited to action date/time, user who performed the action, action taken or changes made, business entities affected by this action, field values before and after changes are made, etc.	Mandatory		
NF-0097	Audit Trail	The system must allow authorized users or administrators to search and view the audit log as well as the archived audit logs.	Mandatory		
NF-0098	Audit Trail	The system must provide the capability to archive audit logs.	Mandatory		
NF-0099	Audit Trail	The system must provide the capability to determine who did what and when for any add, change, and delete actions performed in the system.	Mandatory		
NF-0100	Audit Trail	The system must log and report transactional data for auditing purposes consistent with AB 2244 (http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2244).	Mandatory		
NF-0101	Standards/Compliance	The system must interface with an external IAM solution using OAuth2 and OpenID.	Mandatory		
NF-0102	Standards/Compliance	The system must enforce conformance of the EFSPs and CMS/DMS with court policy.	Mandatory		
NF-0103	Standards/Compliance	System-readable court policy will include contacts and hours of operation and code tables for each court. Code tables will include case types, document types, and fees among others.	Mandatory		

Exhibit 4 to Request for Proposals

Standards Management Requirements

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP Number – BAP-2017-01-PC

Title – E-Filing Services for the Superior Courts of California

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
STANDARDS MANAGEMENT REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
ST-0001	Standards Management	Collaborate with the JCC in the design, construction, and implementation of the California e-filing standards and operating architecture.	Mandatory		
ST-0002	Standards Management	Collaborate with the JCC, participating courts, the certification authority, IAM authority, and payment and gateways to define an architecture and supporting standards for e-filing.	Mandatory		
ST-0003	Standards Management	Actively participate in up to eight JCC-facilitated workshops to develop: - California-specific extensions to the OASIS ECF standards. - Standards for IAM and Financial Gateway services. - Standards compliance testing protocols. - The architecture that supports this e-filing environment. - A protocol for standards and architecture change management.	Mandatory		
ST-0004	Standards Management	Provide input on the development of standards, architecture, and protocols.	Mandatory		
ST-0005	Standards Management	Review standards, architecture, and protocols as they are being drafted and approved.	Mandatory		
ST-0006	Standards Management	Provide timely feedback on these standards, architecture, and protocols as they are being drafted and approved.	Mandatory		
ST-0007	Standards Management	Certify each implementation of the EFM with the certification authority specified by the JCC, in accord with California certification protocols.	Mandatory		
ST-0008	Standards Management	Certify each implementation of the no-fee EFSP with the certification authority specified by the JCC, in accord with California certification protocols.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
STANDARDS MANAGEMENT REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
ST-0009	Standards Management	Publish certification results on an online service that is readily discovered and accessed by e-filing stakeholders.	Mandatory		

Exhibit 5 to Request for Proposals Implementation and Deployment Requirements

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP Number – BAP-2017-01-PC

*Title – E-Filing Services for the Superior Courts of
California*

IMPLEMENTATION AND DEPLOYMENT REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
IM-0001	Deployment	Construct, test, and implement California standards-conformant no-fee EFSP for a trial court within 90 days of execution of a Participation Agreement, with that trial court, under this Master Agreement.	Mandatory		
IM-0002	Deployment	Construct, test, and implement California standards-conformant no-fee EFM for a trial court within 90 days of execution of a Participation Agreement, with that trial court, under this Master Agreement.	Mandatory		
IM-0003	Deployment	Construct, test, and implement California standards-conformant interfaces between the EFM application and all California EFSPs.	Mandatory		
IM-0004	Deployment	Construct, test, and implement California standards-conformant interfaces between the EFM application and the trial court-provided IAM.	Mandatory		
IM-0005	Deployment	Construct, test, and implement California standards-conformant interfaces between the EFM application and the CMS implemented at the trial court.	Mandatory		
IM-0006	Deployment	Assist the trial court in gathering and organizing the data needed to construct a court policy file.	Mandatory		
IM-0007	Deployment	Train trial court staff in the development, certification, implementation, and maintenance of a court policy file for the EFM.	Mandatory		
IM-0008	Deployment	Train trial court staff to effectively administer the EFM and no-fee EFSP.	Mandatory		
IM-0009	Deployment	Assist trial court staff in the recertification of revised and newly implemented court policy files.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
IMPLEMENTATION AND DEPLOYMENT REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
IM-0010	Deployment	Provide project management services for each implementation including the development of and monthly updates to a work breakdown structure and schedule, staff plan, issue and risk management, weekly status calls, weekly e-mail status reports, and monthly formal status reports.	Mandatory		

Exhibit 6 to Request for Proposals

Service Level Requirements

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP Number – BAP-2017-01-PC

Title – E-Filing Services for the Superior Courts of California

SERVICE LEVEL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SL-0001	Service Level	The data center must provide 99.9% uptime 24 hours per day, 365 days a year.	Mandatory		
SL-0002	Service Level	EFM and no-fee EFSP application services must realize 99.9% uptime 24 hours per day, 365 days a year.	Mandatory		
SL-0003	Service Level	In the event of an service outage, the trial court, JCC, and all California-certified EFSPs must be notified within 5 minutes of the initiation of the event.	Mandatory		
SL-0004	Service Level	In the event of an service outage, the trial court, JCC, and all California-certified EFSPs must be notified within 5 minutes of the resumption of service.	Mandatory		
SL-0005	Service Level	Mean time to service restoration must be 4 hours or less.	Mandatory		
SL-0006	Service Level	Level 1 support requests must be responded to by a human interaction within 30 minutes during regular filing hours according to court policy.	Mandatory		
SL-0007	Service Level	Level 2 support requests must be responded to by a human interaction within 8 hours.	Mandatory		
SL-0008	Service Level	Level 3 support requests must be responded to by a human interaction with 3 business days.	Mandatory		
SL-0009	Service Level	Daily audit and reconciliation reports must be produced and provided to the trial court by 8:00 AM on the next business day.	Mandatory		
SL-0010	Service Level	Monthly reports must be produced and provided to the trial court within 24 hours of the close of filing for a month.	Mandatory		

Exhibit 7 to Request for Proposals

Support and Maintenance

Requirements

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP Number – BAP-2017-01-PC

Title – E-Filing Services for the Superior Courts of California

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
SUPPORT AND MAINTENANCE REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SM-0001	Support and Maintenance	The data center must provide 99.9% uptime 24X7, 365 days a year.	Mandatory		
SM-0002	Support and Maintenance	All network traffic between the browser and the application must be encrypted.	Mandatory		
SM-0003	Support and Maintenance	The hosting provider must also provide a test and staging environment of the application.	Mandatory		
SM-0004	Support and Maintenance	In the event of a planned or unplanned outage, service provider must supply an outage notice on the Web site.	Mandatory		
SM-0005	Support and Maintenance	The Software as a Service (SaaS) provider must provide data and system backups stored in a remote location.	Mandatory		
SM-0006	Support and Maintenance	The SaaS provider is responsible for all operational system maintenance including periodic patches.	Desired		
SM-0007	Support and Maintenance	The vendor must perform server maintenance on a routine basis to ensure optimal server performance.	Mandatory		
SM-0008	Support and Maintenance	The SaaS provider is responsible for all database maintenance.	Desired		
SM-0009	Support and Maintenance	The SaaS provider is required to notify the court when any third party requests access to data (e.g., Patriot Act).	Desired		
SM-0010	Support and Maintenance	The SaaS provider must provide Service Level Agreement options and associated costs.	Mandatory		
SM-0011	Support and Maintenance	Provide hosted application licensing.	Mandatory		
SM-0012	Support and Maintenance	Ensure that the applications provided employ technologies that are all under ongoing manufacturer support.	Mandatory		
SM-0013	Support and Maintenance	Provide application support and technical support for local configuration and installation of the hosted solution.	Mandatory		

JUDICIAL COUNCIL OF CALIFORNIA
E-FILING SERVICES FOR THE SUPERIOR COURTS OF CALIFORNIA
SUPPORT AND MAINTENANCE REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SM-0014	Support and Maintenance	Provide end-user and technical support.	Mandatory		
SM-0015	Support and Maintenance	Provide periodic maintenance, legislative updates, and security upgrades per service-level standards and support agreements.	Mandatory		
SM-0016	Support and Maintenance	Provide global configuration changes necessary to support business changes.	Mandatory		
SM-0017	Support and Maintenance	Provide emergency support for break-fix situations.	Mandatory		

Exhibit 8 to Request for Proposals

Proposer Response Template

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP Number – BAP-2017-01-PC

Title – E-Filing Services for the Superior Courts of California

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I. Organization Information and Qualifications

A. Proposer Information

[Proposer: Insert response here. Expand as needed.]

B. Designated Representative

[Proposer: Insert response here. Expand as needed.]

C. Reference Client Projects

[Proposer: Insert response here. Expand as needed.]

II. Team Qualifications

A. Standards Management

[Proposer: Insert response here. Expand as needed.]

B. Implementation and Deployment

[Proposer: Insert response here. Expand as needed.]

C. Support and Maintenance

[Proposer: Insert response here. Expand as needed.]

III. Proposed Approach and Methods

A. Standards Management

[Proposer: Insert response here. Expand as needed.]

B. Development and Maintenance of Conformant Interfaces

[Proposer: Insert response here. Expand as needed.]

C. Implementation and Deployment

[Proposer: Insert response here. Expand as needed.]

D. Integration with Non-Standard Case Management Systems (CMSs)

[Proposer: Insert response here. Expand as needed.]

E. Application Service Operations

[Proposer: Insert response here. Expand as needed.]

F. Support and Maintenance

[Proposer: Insert response here. Expand as needed.]

IV. Responses to Requirements

A. Electronic Filing Manager (EFM) Functional Requirements (Exhibit 1)

[Proposer: Insert response here. Expand as needed.]

B. Electronic Filing Service Provider (EFSP) Functional Requirements (Exhibit 2)

[Proposer: Insert response here. Expand as needed.]

C. Non-Functional Requirements (Exhibit 3)

[Proposer: Insert response here. Expand as needed.]

D. Standards Management Service Requirements (Exhibit 4)

[Proposer: Insert response here. Expand as needed.]

E. Implementation and Deployment Service Requirements (Exhibit 5)

[Proposer: Insert response here. Expand as needed.]

F. Service Level Standards (Exhibit 6)

[Proposer: Insert response here. Expand as needed.]

G. Support and Maintenance Service Requirements (Exhibit 7)

[Proposer: Insert response here. Expand as needed.]

V. Fee Structure

The following is a description of the Proposer's fee schedules for e-filing services. These are all the fees the Proposer will charge for providing e-filing services to a participating Superior Court. These schedules comprehensively identify all the revenues that will be generated by these services. These schedules identify:

- All the rate changes during the term of the master agreement (including all possible extensions).
- All discounts offered and the conditions under which those discounts apply.

The fees described below are the maximum amount the Proposer will charge. The Proposer may charge lower rates than those presented below. No fees will be charged to the participating Superior Court or the Judicial Council of California (JCC).

A. E-filing Service Fees for California Core CMS

Presented below are the fees the Proposer will charge for providing e-filing services to a Superior Court employing one of the four California core CMS applications.

1. Transaction-Based Fees

Detailed below are all the transaction-based fees the Proposer will charge for providing e-filing services to a Superior Court employing one of the four California core CMS applications. This identifies the entity charged, the transaction that is the basis of the charge, the amount that will be charged per transaction, and any conditions that will impact the amount that will be charged.

[Proposer: Insert response here. Expand as needed.]

2. Other Fees and Revenues

Detailed below are all other fees for and revenues derived from the implementation and operation of e-filing services for a Superior Court. This identifies the entity charged, the basis of the charge, the amount that will be charged, and any conditions that will impact the amount that will be charged.

[Proposer: Insert response here. Expand as needed.]

B. E-filing Service Fees for Other Electronic Court Filing (ECF)-Conformant CMS

Several California Superior Courts employ the SunGard ONESolution Justice Suite. These implementations may become conformant to the California ECF standard. Presented below are the fees the Proposer will charge for providing e-filing services to a Superior Court employing a non-California-core CMS application that conforms to the California ECF standard.

1. Transaction-Based Fees

Detailed below are all the transaction-based fees the Proposer will charge for providing e-filing services to a Superior Court employing a non-California-core, ECF-conformant CMS application. This identifies the entity charged, the transaction that is the basis of the charge, the amount that will be charged per transaction, and any conditions that will impact the amount that will be charged.

[Proposer: Insert response here. Expand as needed.]

2. Other Fees and Revenues

Detailed below are all other fees for and revenues derived from the implementation and operation of e-filing services for a Superior Court employing a non-California-core, ECF-conformant CMS application. This identifies the entity charged, the basis of the charge, the amount that will be charged, and any conditions that will impact the amount that will be charged.

[Proposer: Insert response here. Expand as needed.]

C. Fees for Integration With Non-ECF-Conformant CMSs

Several courts employ CMS applications that may not conform to the California ECF standard. The fees for integrating the EFM into these case management systems are described in detail below.

1. Transaction-Based Fees

Detailed below are all the transaction-based fees the Proposer will charge for providing e-filing services to a Superior Court employing a CMS application that does not conform to the California ECF standard. This identifies the entity charged, the transaction that is the basis of the charge, the amount that will be charged per transaction, and any conditions that will impact the amount that will be charged.

[Proposer: Insert response here. Expand as needed.]

2. Other Fees and Revenues

Detailed below are all other fees for and revenues derived from the implementation and operation of e-filing services for a Superior Court employing a CMS application that does not conform to the California ECF standard. This identifies the entity charged, the basis of the charge, the amount that will be charged, and any conditions that will impact the amount that will be charged.

[Proposer: Insert response here. Expand as needed.]

VI. Certifications, Attachments, and Other Requirements

A. Proof of Good Standing

[Proposer: Insert response here. Expand as needed.]

B. Business License

[Proposer: Insert response here. Expand as needed.]

C. Proof of Solvency

[Proposer: Insert response here. Expand as needed.]

D. Bidder's Acceptance of Terms and Conditions

[Proposer: Insert response here. Expand as needed.]

E. Payee Data Record Form

[Proposer: Insert response here. Expand as needed.]

F. General Certifications Form

[Proposer: Insert response here. Expand as needed.]

G. Darfur Contracting Act Certification

[Proposer: Insert response here. Expand as needed.]

H. Unruh Civil Rights Act and California Fair Employment and Housing Act Certification

[Proposer: Insert response here. Expand as needed.]

I. Iran Contracting Act Certification

[Proposer: Insert response here. Expand as needed.]

J. Small Business Declaration

[Proposer: Insert response here. Expand as needed.]

K. Disabled Veteran Business Enterprise (DVBE) Declaration

[Proposer: Insert response here. Expand as needed.]

L. Bidder Declaration

[Proposer: Insert response here. Expand as needed.]

Exhibit 9 to Request for Proposals Electronic Filing Manager Concept of Operations

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP Number – BAP-2017-01-PC

*Title – E-Filing Services for the Superior Courts of
California*

Los Angeles County Superior Court

Consulting Services for Statewide Electronic Filing Managers Master Contract

Electronic Filing Manager Concept of Operations

February 27, 2017



MTG Management Consultants, LLC

401 Second Avenue South, Suite 240

Seattle, Washington 98104-3858

206.442.5010 206.442.5011 fax

www.mtgmc.com

Document Purpose

This is the Concept of Operations (ConOps) for the Los Angeles County Superior Court/ Electronic Filing Managers (EFMs) acquisition project. This document defines the implementation and operation for the EFM over the life of the project, including participation by the various court stakeholders.

Version	Date	Description/Changes
1.0	9/5/16	Initial draft.
1.1	9/27/16	Organizational model completed.
1.2	10/17/16	Updated business models.
1.3	10/25/16	Updated procurement and financial models.
1.4	10/28/16	Initial complete draft with feedback on financial model.
1.5	11/7/16	Updated financial model. Included performance incentives for EFM provider performance.
1.6	1/27/17	Standardized usage of terms EFM, EFSP, etc.
1.7	2/8/17	Clarified functions of the EFM and the I/GA EFSP solution.
1.8	2/27/17	Added the names of the financial gateway service providers.

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I. Introduction

I. Introduction

California has many large and small courts, and a variety of innovative Electronic Filing Service Providers (EFSPs) based or operating in the state. While some of the courts in California have realized a degree of success and innovation in e-filing, progress has been limited. This has been influenced by the actions of major e-filing vendors who have created a difficult economic environment by:

- Focusing on high-volume courts almost to the exclusion of the smaller courts.
- Creating monopolies through the use of proprietary designs.
- Constraining options for services and payments.
- Creating barriers to entry and operation for innovative e-filing service providers.
- Extracting higher fees for filing and payment processing.

Under the guidance of the Judicial Council of California (JCC) Information Technology Advisory Group (ITAC), a group of courts have come together to execute a work stream to establish master contracts with multiple electronic filing manager (EFM) application providers that can be employed by the courts to expand the adoption of e-filing across the state while supporting innovation and minimizing costs. Specifically, each EFM Provider should accomplish the following:

- Supporting e-filing statewide for all litigation types.
- Integrating with “core” case management systems (CMSs):
 - » The three statewide CMS vendor products:
 - Justice Systems, Inc.
 - LT Court Tech, a Thomson Reuters business.
 - Tyler Technologies, Inc.
 - » Journal Technology’s eCourt.
- Integrating with the California Department of General Services and Judicial Council-approved financial gateway vendors (Elavon and First Data).
- Supporting electronic payment types beyond credit card.
- Providing a zero cost e-filing option for indigent and government filers.

The specific objectives of the EFM work stream are to:

- Create a concept of operations (ConOps), standards, and architecture sufficient to scope the master agreement.
- Draft an RFP.
- Solicit EFM vendor proposals.

- Collect and evaluate EFM Provider proposals.
- Negotiate contracts with the selected solution providers.

A. Project Scope and Approach

The scope of this project is to establish a statewide e-filing environment that employs more than one statewide EFM service to ensure a competitive marketplace that leaves the Court in greater control. Specifically, the project scope includes establishment of the following:

1. An architecture that considers the full e-filing component model.
2. Defined procedures for qualifying, certifying, and onboarding:
 - 2.1. EFM Providers.
 - 2.2. EFSPs.
 - 2.3. Payment gateways.
 - 2.4. Accounting system gateways.
3. Specifications for pruning data submissions.
4. Standards development and maintenance under Electronic Court Filing 4.0 and future releases.
5. Models of ongoing operations for participating entities, electronic and human services.
6. E-filing and interfaces to a limited list of CMS systems (currently four).

The project scope does not currently include writing RFPs and facilitating acquisitions for EFSPs and payment gateways.

B. Document Purpose

One of the critical issues that organizations face when planning for a procurement is how well the organization understands the market that it is about to enter. In this case, the proposition is to fundamentally alter the existing marketplace to eliminate monopolistic incentives that drive up costs to filers.

This document will assist the Judicial Branch in understanding the implications of various decisions that it may face as it plans for procurement of the California E-filing System (CEFS). This analysis will help to inform the procurement process for the e-filing master agreement.

This document outlines the organizational and operational aspects of e-filing under this master agreement and technical operating environment. It describes organizations that are involved in this environment and how they operate – from inception of the master agreement to ongoing operations and potentially termination of service.

C. Document Scope and Approach

The document begins by setting forth the vision and principles that underscore and charter the initiative to create the Master Agreement for an EFM Provider. It builds on this in outlining the organizations and services involved in the e-filing environment under this master agreement. It discussed the nature of the participants and the relationships they have with one another.

The document goes on to describe the operations of e-filing in this environment in terms of both automated and “out of band” activities.¹ It considers procurement efforts, funding, and change management.

D. Relationship to Other Documents

This document is closely related to the Technical Architecture and Standards document drafted in this work stream. It leverages that architecture and operationalizes its concepts and standards.

¹ “Out of band,” in this context, refers to processes that are not automated.

II. E-Filing Vision

II. E-Filing Vision

A. Principles

The architecture outlined below seeks to support some fundamental objectives that the California courts and the JCC are seeking to accomplish. These objectives are:

- *No financial obligations or interest for the Courts.* The e-filing environment should not create a financial interest or obligation for a court. There should be no e-filing transaction or other fees that are paid by the Court. Likewise, the Court employing this service shall not receive revenues from the provision of e-filing services.²
- *The EFM Provider shall provide a no-charge filing assembly and submission service to select filers.* Free filing assembly and submission service shall be provided to:
 - » Filers receiving an indigent waiver.
 - » Government filers.
- *Little or no involvement of the JCC.* There will be little or no operational involvement by the JCC in the e-filing environment. The management and operation of the e-filing environment will be under the authority and responsibility of the individual courts. The role of the JCC will be limited to providing contract and payment administration as necessary.
- *Conformance managed through administrative processes:* Policy will be defined by EFM Providers and trial courts and published by the EFM Providers. Conformance and adherence will be managed out of band in administrative processes. Instead of checking conformance automatically with each transaction, conformance will be tested prior to implementation of new connections and updates of software, standards, or policies.
- *Credit card transaction costs no greater than the branch contract rates.* Payment processing may be provided by EFSPs or payment processing service providers. EFSPs may employ the Financial Gateways under the JCC contract. The payment processing rates charged to the filer are limited to a maximum that is the contract rate.
- *The JCC arranges master contracts for select common services.* These common services are:
 - » Cloud-based identity and access management.
 - » Payment processing.

² This does not apply to filing and other court fees not expressly for e-filing. It is anticipated that e-filing facilities may be used to collect other court fees on behalf of the court.

B. Operational Objectives

1. E-Filing Benefits to Filers

This initiative seeks to encourage nearly universal e-filing throughout California. The key benefits of e-filing to all filers include:

- *Convenience* – The Internet is available 24 hours a day, 7 days a week. With ubiquitous access to the Internet, many court transactions can be conducted virtually, from anywhere in the world. The convenience of e-filing also has the potential to balance access to justice for all filers.
- *Immediacy* – By reducing or eliminating the processing time involved in clerk review, filers receive confirmation more quickly that their documents have been either accepted into the court record or rejected. If the files are rejected, filers can quickly address the errors and resubmit without delay.
- *Accuracy* – From the perspective of the filer, accuracy is improved. The filer is in greater control of how information is recorded in the Court as duplicative data entry is removed. Instead of data entry, the clerk focuses on the accuracy and completeness of the filed document(s).
- *Lower Fees and Cost* – E-filing eliminates fees for delivery of the filing to courier and service to other parties in an existing case. Even if the e-filing system charges fees for e-filing and e-service, these fees are typically less than the fees of legal courier services and an individual's opportunity cost of e-filing and serving opposing parties in person.

This initiative enables particular benefits to government and disadvantaged filers. It provides for free e-filing services to government agencies and indigent filers who are filing under a fee waiver. In addition, the structure and standards of similar statewide e-filing initiatives have proved to be key enablers for the creation of effective self-representative litigant portals that provide greater access to justice statewide.

This initiative is engineered to break down monopolistic practices that commonly develop in e-filing implementations. These include creating vendor lock-in, above-market payment processing fees, and eliminating EFSP competition or discouraging market entry of other EFSPs through vertical integration and predatory pricing.

2. E-Filing Benefits to the Courts

In the courthouse, the key benefits of e-filing include significant potential for cost savings through automation. If e-filing simply emulates today's business processes, real savings are possible in a variety of areas, such as:

- Faster processing and lower filing workloads, including:
 - » *Faster Intake* – Receiving filings.
 - » *Less Data Entry* – Recording filing information in the court CMS.
 - » *Automated Scheduling* – Arranging for the filing to be reviewed or heard by a judge.
 - » *Less Scanning* – Imaging paper documents into a court document management system (DMS) to create an electronic record.
 - » *Less File Management* – Storing, retrieving, and potentially losing paper files.
- Simpler records management, including:
 - » *Simpler File Sharing* – Making copies for multiple people to access concurrently.
 - » *Simpler Document Destruction* – Destroying records based on a retention schedule.
 - » *Less Physical File Storage* – Maintaining a physical warehouse of documents.
- Additional revenues, including:
 - » *Higher Volume of Fees for Public Access* – Providing access to or copies of documents for a fee.

However, e-filing enables some productive changes from today's business processes. The inherent structure, automation, and ease of communication enables a court to visualize, analyze, modify, and optimize work flows and processes. These efforts can extend the benefits to the courts through continuous process improvement.

III. E-Filing Organizational Model

III. E-Filing Organizational Model

A. Organizational Overview

Several entities are involved in both the implementation and day-to-day operation of the e-filing environment. These include:

- Filer
- EFSP
- EFM Provider
- Court
- JCC
- Certification Authority
- Financial Gateway
- Identification and Access Management (IAM) Authority
- Courts' Financial Institutions

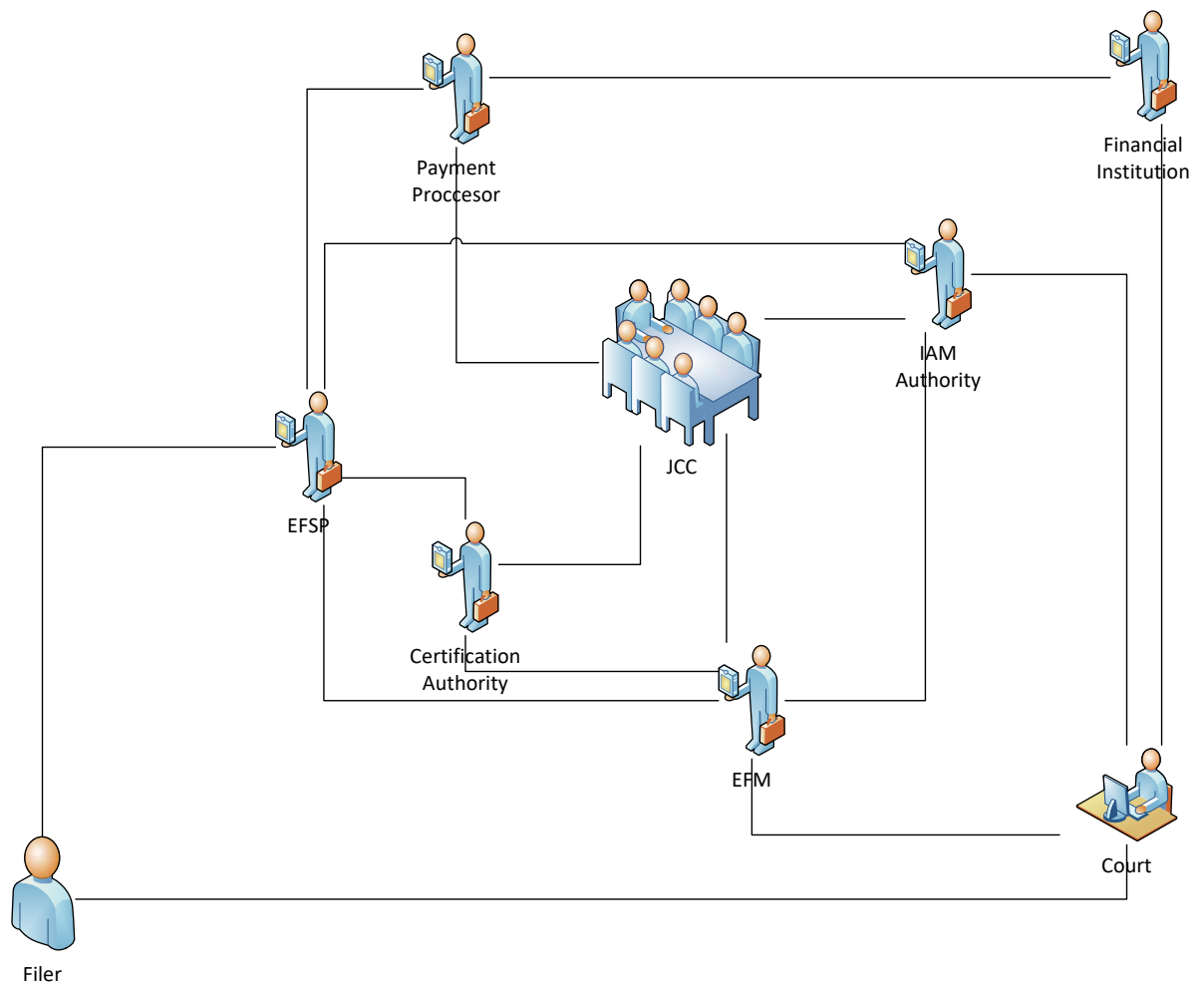
Figure 1 depicts the relationships among these entities. The diagram depicts each of the entities in this environment. The lines that connect the entities reflect where there is a relationship between those entities. For example, the EFSP has relationships with:

- *Filers.* The EFSP:
 - » Has an agreement with the filer.
 - » Receives filings.
 - » Provides various services.
- *EFM Providers.* The EFSP:
 - » Has an agreement with the EFM provider.
 - » Establishes and maintains a standards-conformant automated interface with the EFM.
 - » Submits filings to the EFM.
- *Financial Gateways.* The EFSP:
 - » Has an agreement with the EFM provider.
 - » Establishes and maintains a standards-conformant automated interface with the EFM.
 - » Submits filings to the EFM.
- *IAM Authority.* The EFSP:
 - » Has an agreement with the IAM Authority.
 - » Has established an identity with the IAM Authority.

- » Establishes and maintains a standards-conformant automated interface with the IAM Authority.
- » Confirms filer identity and authority.
- **Certification Authority.** The EFSP:
 - » Has an agreement with this authority for testing and certification services.
 - » Participates in testing protocols for each release of software to confirm standards conformance and interoperability with the EFM Providers.
 - » Receives certification of conformance and interoperability from the Certification Authority.

Beyond this, the EFSP does not need to establish or maintain a relationship with other entities in this environment. Note that some aspects of these relationships are automated and transactional, involving the technologies that support e-filing. Other aspects are out of band with regard to the electronic transactions and involve efforts to establish and maintain contracts, establish interfaces, and provide support.

Figure 1: E-Filing Organizational Relationships



In addition, other entities will likely participate in the implementation of this environment. These include:

- The ITAC E-filing Work Stream Group.
- Major California CMS providers.

The roles, characteristics, and responsibilities of each of these groups are discussed in the sections that follow.

1. Filers

Filers will include attorneys and self-represented litigants submitting filings to a court.

Role

Filers prepare their filings and other correspondence with the Court. They also prepare correspondence that is to be served on other parties to a case. They establish a relationship with one or more EFSPs to transmit these filings and correspondences electronically on the filer's behalf.

Characteristics

The expected community of filers are characterized by the following:

- Types.
 - » *Private Practice Attorneys* – Attorneys authorized by the California Bar to practice in the state and doing so in a non-governmental role.
 - » *Government Attorneys* – Bar-authorized attorneys serving as a prosecutor, public defender, or attorney representing a governmental agency.³
 - » *Indigent Self-Represented Litigants* – These are self-represented litigants that have requested an indigent waiver (request pending) or have received an indigent waiver from the court hearing the litigant's case.⁴
 - » *Other Self-Represented Litigants* – These are self-represented litigants filing without an indigent waiver status.
- Quantity.
 - » There are almost 182,000 attorneys in the California Bar.⁵
 - » More than 4.3 million court users are self-represented in California.⁶

³ These filers are noted because they will be allowed access to the free electronic filing service.

⁴ These filers also will be allowed access to the free electronic filing service.

⁵ California Bar, Current Districts: Map and Statistics, <http://www.calbar.ca.gov/LinkClick.aspx?fileticket=eX2ZDqhwHFQ%3D&tabid=2178>.

⁶ Statewide Action Plan for Serving Self-Represented Litigants, Judicial Council of California, 2004, Page 2.

- » For unlawful detainer cases, 34 percent of petitions at filing are self-represented, and over 90 percent of defendants are self-represented.⁷
- » For family law cases, 67 percent of petitioners at filing (72 percent for largest counties) are self-represented, and 80 percent of petitioners at disposition for dissolution cases are self-represented.⁸
- Filings – 2013-2014 new cases filed.
 - » 193,190 unlimited civil cases.
 - » 486,597 limited civil cases.
 - » 155,428 small claims cases.
 - » 272,610 felony cases.
 - » 915,568 misdemeanor cases.
 - » 4,907,906 infraction cases.
 - » 138,968 marital cases (dissolutions, legal separations and nullities).
 - » 242,518 other family law case (e.g., paternity, child support) total cases.
 - » 45,824 juvenile delinquency cases.
 - » 46,889 juvenile dependency cases.
 - » 44,289 probate cases.
 - » 27,377 mental health cases.
 - » 4,317 civil and criminal appeal filings.
 - » 7,410 criminal habeas corpus cases.⁹

Responsibilities

Filers have several basic responsibilities in this ConOps for e-filing. They include the following:

- Establish identity and access management credentials for e-filing. This may be established with the Court or through the EFSP of their choice.
- Maintain identity and access management credentials.
- Establish a relationship with an EFSP for e-filing and service.
- Prepare their filings.
- Prepare correspondence with the Court and other parties to a case.

⁷ Ibid.

⁸ Ibid.

⁹ 2015 Court Statistics Report Statewide Caseload Trends 2004–2005 Through 2013–2014, Judicial Council of California, Preface.

2. EFSP

An EFSP is a business entity that provides electronic filing services and support to its customers (Filers).

Role

At a minimum, the EFSP provides automated facilities to compile filings, file these with the courts, prepare documents for service, effect service, collect and remit fees to the court, maintain records of these services, and report these records to the courts and JCC. An EFSP may provide additional services to filers.

To accomplish this, the EFSP serves as a value-added intermediary between the filer and the EFM Provider that is serving as the e-filing agency for the court. The EFSP will support filing into any and all certified EFM Providers/Courts operating under the JCC e-Filing Master agreement. In addition, the EFSP employs services from the IAM authority and the Financial Gateway. The EFSP also maintains its California e-filing standards conformance and interoperability.

Characteristics

- Quantity.
 - » It is anticipated that there will be more than a dozen independent EFSPs operating under the JCC e-Filing Master agreement.
 - » In addition, each EFM provider operating under the JCC e-Filing Master agreement will provide an EFSP solution that may be used by government filers and indigent filers with a pending or approved court fee waiver request. It is anticipated that there will be two or more such EFSPs.
- Certification.
 - » The EFSP will maintain certification for all releases of its application that is currently in operation.
- Courts Served.
 - » The EFSP will enable filings into all courts operating under the JCC e-Filing Master agreement, through the certified EFM Provider engaged by the Court.

Responsibilities

In this role, the EFSP has several responsibilities. These involve its relationships with Certification Authority, EFMs, Filers, Financial Gateways, and IAM authority. These are:

- Certification Authority.
 - » Establish and maintain an agreement with this authority for testing and certification services.

- » Participate in testing protocols for each release of software to confirm standards conformance and interoperability with the EFM Providers.
- » Receive and publish certification of conformance and interoperability from the Certification Authority.
- » Compensate the Certification Authority for services at contract rates.
- EFM Providers.
 - » Establish and maintain an agreement with all certified EFM Providers operating under this agreement.
 - » Establish and maintain a standards-conformant automated interface with all EFM.
 - » Submit filings to all these EFM.
 - » Submit statistical and accounting data to the EFM provider for use by EFM provider, Court, and JCC.
 - » Collect EFM fees on behalf of the EFM provider at the master agreement rate.
- Filers.
 - » Establish and maintain an agreement with the filer.
 - » Provide facilities for a Filer to establish and maintain an identity and access credentials with the IAM Authority.
 - » Receive filings.
 - » Provide various services.
 - » Charge fees for payment processing, EFM services, and court fees at master agreement and published court rates.¹⁰
 - » Submit payment for court, EFM provider, and financial gateway fees.
- Financial Gateways.
 - » Establish and maintain an agreement with the Financial Gateway.¹¹
 - » Establish and maintain a standards-conformant automated interface with the Financial Gateway.
 - » Forward cash remittances through the Financial Gateway to credit the accounts of the EFM and the Court.
- IAM Authority.
 - » Establish and maintain an agreement with the IAM Authority.
 - » Establish and maintain an identity and access credentials with the IAM Authority.

¹⁰ The payment processing fees charged to the filer may be no more than that charged by Financial Gateways under master agreement with the JCC.

¹¹ The EFSP may contract with and employ one or more Financial Gateways. These may include those under master agreement with the JCC, as well as other entities.

- » Establish and maintain a standards-conformant automated interface with the IAM Authority.
- » Confirm filer identity and authority to provide the appropriate access to e-filing services.

Automated Services

It is anticipated that EFSPs will provide a variety of automated services to filers. The suite of automated services is likely to vary from organization to organization. The minimum automated services to be provided by an EFSP are:

- Registration of filers with the IAM Authority.
- Filer identification and authorization, using the IAM Authority.
- E-filing assembly.
- Appropriate court fee collection.
- E-filing submission to the EFM.
- Service to opposing parties of documents filed into the court.
- Service to opposing parties of documents filed into the court.
- Court fees remittance to the credit of the appropriate court, EFM, and JCC.
- Submission of e-filing transaction and audit logs to the EFM.

This is the suite of services that the government/indigent filer EFSP will provide. However, the appropriate court fee for these filers is zero. Other EFSPs will collect court fees. In addition, other EFSPs may offer other automated services related to e-filing as they see fit.

3. EFM Provider

An EFM provider is a business entity that serves as the intermediary between a court and the various EFSPs certified for filing into the California courts. It provides facilities for the court to maintain and enforce its e-filing court policies. The EFM provider provides a facility for e-filing review by court staff, and provides an automated conduit for the submission of e-filings to the court's CMS and DMS. The EFM provider also provides the court an automated transaction and audit log of all filing and fee collection events.

Role

The EFSP provides automated facilities to collect and forward e-filings to the Court. The EFM provider engages with and accepts filings from all California Certified EFSPs. In the process, the EFM provider applies court e-filing policy and collects filing transaction details. It manages the correspondence regarding documents filed, filing accepted and rejected, and fees charged and collected between the EFSP and the Court.

In this role, the EFM provider enables the Court to establish and maintain e-filing policy in automated files that are used to validate e-filing transactions. The EFM provider also provides a facility that courts may choose to employ to review and accept or reject filings.

The EFM system supplies an automated interface to the Court's CMS and DMS. This interface transmits the filing in a manner that can be consumed by the CMS and DMS. When the filing into these systems has successfully completed, the EFM system forwards a notification to the EFSP solution. In the event of an error, the EFM system will relay that information.

The EFM will provide an accounting dashboard/reconciliation tool to aid Court Accounting staff with financial settlement reconciliation. The accounting dashboard will combine EFSP financial data and Court CMS financial data for use by the contracting Court. The dashboard will:

- Receive and store EFSP transactional financial data.
- Receive and store EFSP daily financial settlement data.
- Receive case and financial transactional data from CMS(s).
- Receive and store Court daily financial settlement data.
- Compare EFSP transactional and settlement data with Court CMS and settlement data.
- Provide staff the ability to mark and storing matches and discrepancies in tracking log.
- Generate reports for auditing purposes.
- Generate Excel output of reconciliation data for auditing purposes.
- Provide easy access to historical data.

Characteristics

- Quantity.
 - » It is anticipated that there will be at least two EFM providers operating under the JCC e-Filing Master agreement.
- Certification.
 - » The EFM provider will maintain certification for all releases of its application that is currently in operation.
- Courts Served.
 - » The EFM provider will manage filings into all courts engaged under the JCC e-Filing Master agreement.
- EFSPs.
 - » The EFM will manage filings from all EFSPs operating their application tested and approved by the Certification Authority.

Responsibilities

The EFM provider has several responsibilities involving its relationships with EFSPs, Courts, Financial Gateways, IAM authority, Certification Authority, and JCC. These are:

- EFSPs.
 - » Establish and maintain an agreement with all certified EFSPs operating under this agreement.
 - » Establish and maintain a standards-conformant automated interface with all EFSP solutions.
 - » Accept filings from all EFSP systems.
 - » Accept transaction, audit, statistical and accounting data for submission to the Court and JCC.
 - » Provide automated notification of e-filing results to the EFSP solution.
 - » Charge the EFSP fees as provided under the master agreement and published in court policy.
- Courts.
 - » Establish and maintain an agreement with the Court in accord with the master agreement.
 - » Establish and maintain a standards-conformant automated interface with the Court and submit filings to the Court CMS and DMS.
 - » Provide a facility to establish and maintain court e-filing policy.
 - » Provide a facility to review, approve, and reject filings.
 - » Provide noticing and alerting of court events to filers.
 - » Submit transaction, audit, statistical and accounting data to the Court.
- Provide a facility to account for and reconcile e-filing financial transactions. Certification Authority.
 - » Establish and maintain an agreement with this authority for testing and certification services.
 - » Participate in testing protocols for each release of software to confirm standards conformance and interoperability with the EFSP solutions.
 - » Receive and publish certification of conformance and interoperability from the Certification Authority.
 - » Compensate the Certification Authority for services at contract rates.
- IAM Authority.
 - » Establish and maintain an agreement with the IAM Authority.
 - » Establish and maintain identity and access credentials with the IAM Authority.
 - » Establish and maintain a standards-conformant automated interface with the IAM Authority.

- » Confirm EFSP and court employee identity and authority in order to provide the appropriate access to e-filing management services.
- JCC.
 - » Establish a master agreement with the JCC for EFM services.
 - » Collaborate with JCC to design, establish, and maintain the e-filing architecture and standards to be employed under this agreement.
 - » Submit transaction, audit, statistical and accounting data to the Court.
 - » Provide service level performance reports to the JCC as specified under the master agreement.

Automated Services

It is anticipated that EFM providers will provide automated services to courts and EFSPs. The minimum automated services to be provided by an EFM provider are:

- Court policy maintenance.
- Court policy enforcement.
- E-filing acceptance.
- E-filing review.
- E-filing submission to court CMS and DMS.
- Relaying of the results of e-filing transaction.
- Aggregation and submission of transaction, audit, statistical and accounting data to the Court and JCC.
- Accounting and reconciliation of e-filing financial transactions.

4. Court

The Court will use e-filing to manage one of the key services it provides to litigants and attorneys. Courts will engage EFMs, an IAM, and Financial Gateways to automate the process of filing into the courts.

Role

The Court will establish and maintain a relationship with filers that may involve one or more cases. It will employ a CMS or other application to manage an ongoing relationship between the individual and the court. This relationship will vary, depending on the role of the individual in the case.

Under this ConOps, a court will engage one or more of the EFM providers to collect, manage, and forward filings to the Court. The Court will collaborate with the EFM Provider to establish interfaces to the Court's installation of CMS and DMS. The Court will leverage information

from the EFM Provider about e-filing transactions and service level performance to manage the e-filing process.

The Court will employ the IAM to effectively verify the identities of filers and other agents interfacing with the court system, and manage their access to court services and records. The Court will also establish a financial relationship with the Financial Gateways to enable the Court to collect court fees that are due.

Characteristics

- Quantity.
 - » There are 58 Superior Courts in California that may employ the JCC e-Filing Master agreement.
 - » This is a voluntary program and it is likely that some courts will not participate.
 - » The largest of the Superior Courts is committed to employ this agreement.
 - » Dozens of courts are likely to participate.
- CMS/DMS diversity.
 - » Each of the courts operates a unique installation of a CMS and DMS.
 - » The vast majority of these courts employ a uniquely configured version of one of four CMSs.
 - » Any one court may employ one or many CMS/DMS installations.
 - » A handful of courts may employ other CMS applications.
- E-Filing Policy diversity.
 - » The courts will employ a standards-based expression of their e-filing policies.
 - » The policy specifics will vary from court to court.

Responsibilities

Each court will have specific responsibilities in this e-filing environment. These responsibilities involve their relationships with filers, EFM providers, financial gateways, and IAM authority. The responsibilities are:

- EFM Providers.
 - » Establish and maintain an agreement with all certified EFM providers operating under this agreement.
 - » Establish and maintain an automated interface between the EFM application and the Court's instance of the CMS.
 - » Maintain the performance and reliability of this interface.
 - » Establish and maintain e-filing court policy using the EFM provider's facilities.
 - » Employ (at the Court's option) the filing review facilities of the EFM provider.

- » Ingest filings from the EFM into the courts CMS and DMS.
- » Provide the EFM information concerning the result of this process (e.g., acceptance, rejection, conditions for completing the filing, successful completion of the filing).
- » Accept statistical and accounting data from the EFM.
- Filers.
 - » Establish and maintain the Court's relationship with the filer.
 - » Provide the filer facilities for:
 - The filer to establish and maintain an identity and access credentials with the IAM Authority.
 - Accessing information about the cases before that court in which they have involvement.
- Financial Gateways.
 - » Establish and maintain an agreement with the Financial Gateway.
 - » Establish and maintain a standards-conformant automated interface between the Financial Gateway and the Court's financial institution.
 - » Receive cash remittances through the Court's financial institution.
 - » Receive transaction and audit logs to enable reconciliation of remittances to court fees collected with each filing.
- IAM Authority.
 - » Establish and maintain an agreement with the IAM Authority.
 - » Establish and maintain filer and court staff identity and access credentials with the IAM Authority.
 - » Establish and maintain a standards-conformant automated interface between the IAM Authority and Court CMS/DMS.
 - » Confirm filer identity and authority in order to provide the appropriate access to e-filing services.

Automated Services

It is anticipated that courts will provide a basic set of automated services to filers and EFM providers. These are:

- Registration of filers with the IAM Authority.
- Maintenance of the relationship between the Court and filer on a case-by-case basis and with the Court in general.
- Access to information maintain in the CMS/DMS.

5. JCC

The members of the JCC will provide leadership in the implementation and ongoing operation of the proposed e-filing environment. The JCC has chartered a work stream through the Judicial Council Technology Committee and under ITAC, staffed by subject matter experts (SMEs) and managers of the superior courts who are donating their time to conceive and implement this new e-filing environment.

This group of professionals will support the effort in the near term. The administrative organization for the JCC will serve as a long-term administrative resource to facilitate implementation of e-filing services, establish needed agreements and contracted facilities that enable the e-filing environment, and provide staff support to service.

Role

JCC will contract with the various service providers and establish the forum for establishing and maintaining an open e-filing environment. JCC will establish and maintain the e-filing master agreement. It will also establish and maintain the agreements for services provided by Financial Gateways, IAM, and the certification authority.

In addition, the JCC will establish a governance and issue resolution structure that is driven by the courts that are party to the master agreement. While the JCC provides administrative support, the courts will lead this organization. The governance and issue resolution organization will also engage the service providers involved in e-filing, including the EFSPs.

Characteristics

As noted above, the JCC will provide an administrative and contract structure to establish the e-filing environment. It will provide staff support to establish the needed master agreements or leverage purchase with service providers and provide administrative mechanisms to enable the execution of those contracts on a statewide basis. It will also serve as an ongoing support staff for the governance, ombudsman, and issue resolution groups that are materially comprised of court representatives.

This support organization is likely to be composed of:

- Program Manager (one).
- Business Analyst (one).
- Technical Analyst (one).

The duties and workload estimates for these positions are presented in APPENDIX A.

Responsibilities

In this role, the JCC has many responsibilities. These involve JCC's relationships with EFM providers, financial gateways, IAM authority, and Certification Authority. These responsibilities are:

- Certification Authority.
 - » Establish and maintain a master agreement with this authority for testing and certification services.
 - » Facilitate the initial refinement and ongoing evolution of the architecture and standards employed for e-filing.
 - » Establish testing protocols to confirm standards conformance and interoperability with the EFM providers.
 - » Compensate the Certification Authority for services in establishing these testing protocols.
- JCC.
 - » Establish and maintain a master agreement with EFM providers.
 - » Facilitate the initial refinement and ongoing evolution of the architecture and standards employed for e-filing.
 - » Facilitate onboarding of EFSPs, courts, and EFM providers.
 - » Receive statistical and accounting data from the EFM.
 - » Monitor EFM provider conformance to the master agreement.
- Financial Gateways.
 - » Establish and maintain a master agreement with the Financial Gateway.
 - » Facilitate the initial refinement and ongoing evolution of the architecture and standards employed for e-filing.
 - » Receive statistical and accounting data from the Financial Gateway.
 - » Monitor Financial Gateway conformance to the master agreement.
- IAM Authority.
 - » Establish and maintain a master agreement with the IAM Authority service provider.
 - » Facilitate the initial refinement and ongoing evolution of the architecture and standards employed for e-filing.
 - » Facilitate onboarding of EFSPs, courts, and EFM providers as they employ the IAM.

It is important to note that the JCC will have facilitation responsibilities in establishing the e-filing environment under this group of master agreements. While the e-filing work group will provide leadership and subject matter expertise, the JCC's administrative organization will provide staff support. JCC staff will:

- Administer the solicitation for master agreements with:
 - » EFM.
 - » Financial Gateways.
 - » IAM.
 - » Certification authority.
- Facilitate collaboration between these entities, the courts, and the courts' CMS and DMS providers to create:
 - » E-filing architecture.
 - » E-filing governance.
 - » Ombudsman.
 - » Issue resolution organization and processes.

Automated Services

The JCC will not provide automated services. It will administer service agreements for a select set of automated services. They are:

- IAM.
- Certification Authority.
- EFM Providers.
- Financial Gateways.

6. Certification Authority

The Certification Authority will help ensure that EFM providers and EFSPs provide their respective e-filing services in a manner that ensures interoperability and conformance to court policy. JCC will serve as an administrative resource to establish agreements and contracted facilities that enable the e-filing environment.

Role

The Certification Authority will test the conformance of EFM and EFSP applications introduced into the e-filing environment. The Certification Authority will establish an automated test facility employing an agreed-to instance of the current OASIS EFC standard used by the California courts. This testing infrastructure will leverage all currently certified EFSPs, EFM providers, IAM, master agreement financial gateways, and currently filed court policy files registered with all EFM providers. This testing and certification will be performed as an EFSP or EFM provider brings a new version of its application into the environment.

Characteristics

The Certification Authority is an independent organization with protocols and facilities for testing conformance of applications with respect to interoperability standards. This organization will operate under an agreement with the JCC at the direction of the courts that make up the e-filing governance structure.

Responsibilities

The Certification Authority has several responsibilities in this e-filing environment. These relate to its involvement with EFSPs, EFM providers, and the JCC. These are:

- JCC.
 - » Establish and maintain a master agreement with the JCC for:
 - Establishing certification testing facilities and protocols that leverage the current OASIS ECF standard and align with the e-filing architecture and ConOps.
 - Providing testing and certification services to EFM providers and EFSPs.
 - » Participate in JCC facilitated efforts (e-filing work stream) to:
 - Define and build the e-filing architecture and standards.
 - Establish testing protocols to confirm standards conformance and interoperability with the EFM providers and EFSPs.
 - » Accept compensation from the JCC for services in establishing these testing protocols.
- EFM providers.
 - » Establish and maintain an agreement with EFM providers and EFSP for testing and certification services.
 - » Test releases of EFM software to confirm standards conformance and interoperability with the EFSP solutions using currently active court policy files.
 - » Test releases of EFSP software to confirm standards conformance and interoperability with the EFMs using currently active court policy files.
 - » Provide test results and, as appropriate, certification of conformance and interoperability from the EFMs/EFSP systems.
 - » Charge and collect compensation for services at contract rates.
- EFSPs.
 - » Establish and maintain an agreement with EFSP and EFM providers for testing and certification services.
 - » As requested by the EFSP, test releases of EFSP software to confirm standards conformance and interoperability with the EFMs using currently active court policy files.

- » Provide test results and, as appropriate, certification of conformance and interoperability to the EFSPs.
- » Charge and collect compensation for services at contract rates.

Automated Services

The Certification Authority will provide testing services in an automated manner.

7. Financial Gateway

The Financial Gateway will enable online payment of fees using credit cards.

Role

The Financial Gateway is an online service that enables EFSP solutions to accept credit cards for payment of fees. Each Financial Gateway will provide a service that can be called by the EFSP application to collect payment for the fees charged for EFSP services, EFM services, and court fees. The Financial Gateway (or related financial institution) receives instruction from the EFSP to credit the accounts of the court, the EFM provider, and the EFSP.

Characteristics

- Quantity.
 - » It is anticipated that there will be at least two Financial Gateways operating under the JCC Master agreement.
 - » In addition, EFSPs may employ other Financial Gateways of their choosing.
- Rates.
 - » The fees charged for payment processing are limited to the rate negotiated with the two Financial Gateways operating under the JCC Master agreement.

Responsibilities

In this role, the Financial Gateways have a handful of responsibilities to the JCC, EFM providers, EFSPs, and courts. These are:

- EFSPs.
 - » Establish and maintain an agreement with all certified EFSPs for payment processing.
 - » Establish and maintain a standards-conformant automated interface with all EFSPs.
 - » Accept filings from all these EFSP solutions.
 - » Charge the EFSP fees as provided under the master agreement.

- Courts.
 - » Credit the account of the Court for the total court fees collected (as directed by the EFSP).
- EFM.
 - » Credit the account of the EFM provider for the total EFM fees collected (as directed by the EFSP).
- JCC.
 - » Establish a master agreement with the JCC for EFM services.
 - » Collaborate with JCC to design, establish, and maintain the e-filing architecture and standards to be employed under this agreement.
 - » Submit transaction, audit, statistical and accounting data to the Court.
 - » Provide service level performance reports to the JCC as specified under the master agreement.

Automated Services

It is anticipated that the Financial Gateway will provide only one service in this environment: online payment processing.

8. IAM Authority

The IAM authority will provide online identity and access management. This is a service that is called by applications in the e-filing environment to authenticate a user or process and specify the services that person or application is authorized to employ.

Role

The IAM Authority is a hosted service under contract with the JCC, and is provided for the benefit of the courts in the judicial branch. It provides a registry of e-filing users, court personnel, and approved EFSPs. It enables consistent authentication and authorization across the e-filing and other court applications. This service is employed by the applications operated by all entities in the e-filing environment to authenticate the actor in this environment that seeks services from any other application. The IAM will provide facilities for filers and other individuals using application in the e-filing environment to register and maintain their credentials on a self-serve basis.

Characteristics

- Quantity.
 - » There will be one or more IAM services in the e-filing environment. If more than one service is employed, these services will be federated.

- Courts served.
 - » The IAM will manage access into all courts engaged under the JCC e-Filing Master agreement.
- EFSP Solutions and EFMs.
 - » The IAM will be employed by all EFMs and EFSP solutions operating their application in this environment.
- Cost reimbursement model.
 - » The IAM will charge courts for the service on a subscription basis.

Responsibilities

In this role, the IAM provides some fundamental capabilities to other participants. These are:

- EFSPs.
 - » Provide facilities that can be presented by EFSPs for filers to establish and maintain their credentials with the IAM.
 - » Provide facilities for the EFSP to verify the identity of the Filer or other e-filing agent accessing EFPS services, records, and other resources.
- EFM Providers.
 - » Provide facilities for the EFSP to verify the identity of the Filer or other e-filing agent accessing EFPS services, records, and other resources.
- Courts.
 - » Establish and maintain an agreement with the courts to provide IAM services for all applications employed by the courts to serve all parties coming to the Court.
 - » Provide facilities that can be presented by EFSPs for filers to establish and maintain their credentials with the IAM.
 - » Provide facilities for the EFSP to verify the identity of the Filer or other e-filing agent accessing EFPS services, records, and other resources.
- JCC.
 - » Establish a master agreement with the JCC for IAM services.
 - » Collaborate with JCC to design, establish, and maintain the e-filing IAM architecture and standards to be employed under this agreement.
 - » Submit transaction, audit, statistical and accounting data to the JCC and the Court.

Automated Services

It is anticipated that IAMs will provide two automated services:

- Credential management.
- Identity and authorization management.

IV. Concept of Operations

IV. Operations

The California courts are seeking to create an operating environment to support efficient, lower-cost, and innovative e-filing into participating courts. The intended operations of this environment are described below. This considers the business model, procurement approach, financial model, and approach to change management.

A. Business Model

The business model for the e-filing environment considers aspects of both implementation and operations. It outlines the anticipated implementation plan, administration, and operational use cases.

1. Implementation Plan

The e-filing master agreement is being developed in one of several work streams undertaken by the JCC ITAC. These include initiatives to establish master agreements for important IT services and resources that are made available to California courts. Three work streams are critical to the implementation and operation of this e-filing environment.

- E-filing.
- IAM.
- Payment processing.

The e-filing work stream will need to implement architectural components of its own to establish this environment. These include:

- EFM provider master agreement and services.
- Certification authority contract and services.
- EFSP contracts and services.

The implementation will involve a number of steps. These are outlined in the Gantt chart in APPENDIX B.

2. Administrative Model

The e-filing environment will provide fully automated e-filing services linking filers to courts through a network of value-adding service providers. This environment will depend on ongoing, out of band processes that address administrative matters supporting automated operations. Major processes include:

- EFSP Onboarding

An EFSP will establish a relationship with one or more EFM provider to file into California Superior Courts. The tasks within this effort will include:

- » Obtain onboarding information: The JCC will have prepared information to support EFSPs as they successfully come on board the e-filing program.
- » Contact and register: EFSP may contact an EFM provider or the JCC to initiate the onboarding process and notify all interested parties of the EFSP's intent to participate in the program.
- » Engage with other services: The EFSPs must enter into standard agreements with other service providers in this environment:
 - EFM Providers: The EFSP will enter into the standard participation agreement with EFM providers to e-file into the courts supported by those EFM providers.
 - IAM: The EFSP will agree to the standard terms of the IAM and register staff and applications with this service.
 - Financial Gateway: If the EFSP intends to employ the JCC negotiated master agreement with Financial Gateways, it will register as an agent of the Superior Court of California and agree to terms under this agreement.
 - Certification Authority: The EFSP will enter into the standard participation agreement with the Certification Authority to test and certify its service's compliance.
- » Develop interfacing services in accord with the California e-filing architecture and standards.
- » Obtain certification.
- » Schedule go-live with the EFM providers, notifying the JCC and the Courts.
- » Go-live.

- EFSP Solution Certification

As noted above, each EFSP must obtain certification of compliance with the California e-filing architecture and standards as they come on board to the environment. To do so, they will:

- » Enter into the standard participation agreement with the Certification Authority.
- » Compensate the Certification Authority at the standard rates set forth in the Master Agreement with the JCC.
- » Work with the Certification Authority to establish connectivity and interoperability with the test harness used for certification.
- » Participate in the testing and certification process.

- » Obtain results and certification as appropriate.
- » Revise the EFSP application and re-test¹² as needed to obtain certification.

- Court/EFM Provider Contracting and Onboarding

Each of the Superior Court organizations in the state may employ one or both EFM providers under the master agreement. The onboarding process includes the following steps:

- » Obtain onboarding information: The JCC will have prepared information to support courts as they successfully come on board the e-filing program.
- » Entering into a participation agreement between Court and EFM provider for CMS integration, court policy file maintenance, and EFM services.
- » Engage with other services: As with the EFSPs, courts will need to enter into standard agreements with service providers in this environment:
 - IAM: The Court will agree to the standard terms of the IAM and register staff and applications with this service.
 - Certification Authority: The Court will enter the standard court participation agreement with the Certification Authority to test and certify its CMS interface services' compliance.
- » Work with the EFM provider to develop interfacing services between the EFM provider and the Court's CMS, in accord with the California e-filing architecture and standards.
- » Develop court policy file.
- » Work with the Certification Authority to test compliance of the court policy file and the local implementation of the EFM.
- » Schedule go-live with the EFM provider, notifying the JCC.
- » Go live.

- Filer Onboarding

The details of filer onboarding are the primary domain of the EFSP. However, there are a limited number of steps that all filers must take:

- » Enter into an agreement with an EFSP.
- » Establish an identity with the IAM, through either the EFSP or one of the participating courts.

¹² It is anticipated that retesting fees charged by the Certification Authority will be sufficient to cover the incremental cost of the effort and significantly lower than the certification fee.

- EFM Modifications, Upgrades, and Recertification

As described in the implementation plan presented above, each EFM provider will have achieved certification of its service's compliance with the California e-filing architecture and standards. However, it is anticipated that each EFM provider may upgrade or otherwise modify its application from time to time. In such an event, the following steps will be taken to implement the new application into production:

- » Develop the modifications to the existing application and court CMS interfaces.
- » Compensate the Certification Authority for testing and recertification services at the standard nominal rates¹³ set forth in the Master Agreement with the JCC.
- » Work with the Certification Authority to connect the modified EFM application to the test harness.
- » Conduct tests that consider interoperability with all currently certified EFSPs, EFM, and court policy files.
- » Obtain results and certification as appropriate.
- » Revise the EFSP application and re-test¹⁴ as needed to obtain certification.
- » Schedule go live.
- » Go live.

- EFSP Solution Upgrades and Recertification

Each EFSP will have achieved certification of its service's compliance with the California e-filing architecture and standards upon implementation. As with EFM providers, it is anticipated that each EFSP will upgrade or otherwise modify its application from time to time. When this occurs, the following steps will be taken to implement the new application into production:

- » Develop the modifications to the existing application.
- » Compensate the Certification Authority for testing and recertification services at the standard nominal rates¹⁵ set forth in the Master Agreement with the JCC.
- » Work with the Certification Authority to connect the modified EFSP service to the test harness.
- » Conduct tests that consider interoperability with all currently certified EFSP solutions, EFM, and court policy files.
- » Obtain results and certification as appropriate.

¹³ It is anticipated that recertification services will be provided at a standard rate to all EFM and that the recertification rate will be materially lower than the certification rate.

¹⁴ It is anticipated that retesting fees charged by the Certification Authority will be sufficient to cover the incremental cost of the effort and significantly lower than the recertification fee.

¹⁵ It is anticipated that recertification services will be provided at a standard rate to all EFSP and that the recertification rate will be materially lower than the certification rate.

- » Revise the EFSP application and re-test¹⁶ as needed to obtain certification.
- » Schedule go live.
- » Go live.

- Ombudsman/Issue Management

Given the number of interrelated entities involved in this e-filing environment, there are likely to be disputes between the participants from time to time. The JCC staff administering the program will administer a forum for dispute identification, documentation, discovery, and resolution. This program will be designed in the development of the e-filing architecture and initial implementations. It is anticipated that the dispute resolution process will include steps such as:

- » Register the issue for resolution with the JCC administrative staff.
- » Contact the parties involved in the dispute.
- » Collect data and documentation related to the dispute and make it available to all parties.
- » Perform additional research as needed (JCC e-Filing Program technical and business analyst).
- » Work with the parties to mediate the dispute.
- » Failing resolution through mediation, escalate the matter to the JCC e-Filing Program governance structure.

- Contract Monitoring

The JCC e-Filing Program staff will monitor performance of all contracted entities for compliance with the service level agreement (SLA). The specific metrics will be determined in contracting and architecture development. They are likely to include the following for:

- » EFSPs.
 - Filings.
 - Fees collected and remitted.
 - Reporting performance.
 - Timely processing (all services and functions).
 - Compliance with standards.
 - Disputes.
- » EFM Providers.
 - Court implementation performance.

¹⁶ It is anticipated that retesting fees charged by the Certification Authority will be sufficient to cover the incremental cost of the effort and significantly lower than the recertification fee.

- Service availability.
- Filings.
- Timely processing (all services and functions).
- Reporting performance.
- Compliance with standards.
- Service level performance and penalties.
- Disputes.
- » Financial Gateways.
 - Transactions.
 - Fees collected and remitted.
 - Reporting performance.
 - Timely processing (all services and functions).
- » Certification Authority.
 - Entities served.
 - Tests conducted.
 - Certifications provided.
 - Implementation success.
 - Service availability.
 - Compliance with standards.
 - Disputes.
- Service Level Performance and Penalties

Under the Master agreement, the EFM providers will commit to certain implementation and filing services and performance levels for any qualified court applying for services and entering into a participation agreement. These include but are not limited to:

 - » Responding to an application from a court for implementation and EFM services with a proposal in a specified time frame.
 - » Implementing EFM services within the proposed time frame.
 - » Maintaining EFM service availability and performance levels.

If the EFM providers fail to meet their contract commitments, the JCC will have provisions to collect a contractually specified portion of EFM fees until the service levels are met.
- Termination

There is the possibility that an EFSP or EFM provider will halt the services that they provide under contract in this e-filing environment. The specific steps for termination will be determined in contracting and architecture development.

- Accounting and Reconciliation

As each EFSP processes a filing, the EFSP system must record and report each financial event in that process. This includes (but is not limited to) the collection of all fees from the filer for e-filing submission, successful filing, and payment processing. They will be required to record and report the transactions, financial amounts, and the dates and times of those transactions. The EFSPs will submit these reports daily to the EFM provider, which will forward them to the JCC and the courts they serve.

- Indigent Waiver

A filer seeking an indigent fee waiver will submit the request outside of the automated e-filing environment. When the fee waiver is granted, the filer will be given the IAM credentials to access the no fee EFSP solution.

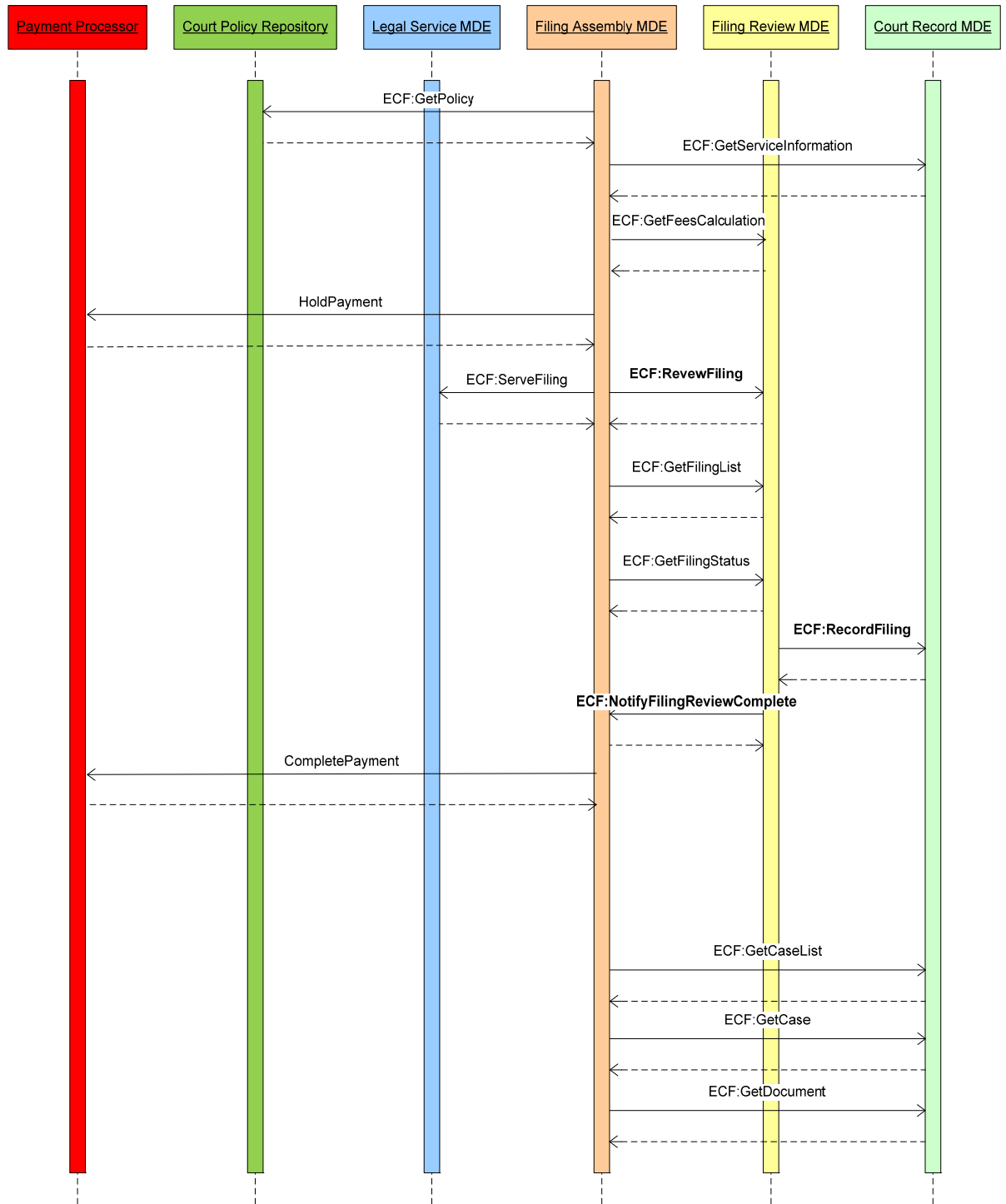
3. Operational Use Cases

E-filing operations will support a sequence of basic functions for a filer. These functions include:

- e-Filing.
- e-Service.
- e-Payment.

The sequence diagram in Figure 2 depicts the entities involved and the sequence of transactions in this process. The vertical lines represent the major design elements (MDEs). Most MDEs are defined in ECF 4.01. Court Policy Repository and Financial Gateway are defined in the technical architecture. The messages between MDEs, including (acknowledgements) are shown descending in sequential order. The messages with an “ECF” prefix are defined in the ECF standard. The other messages (HoldPayment, CompletePayment) will be defined by the California payment processing system.

Figure 2: E-Filing Sequence Diagram



B. Procurement Model

The approach that will be taken by courts engaging companies providing these e-filing-related services is based on the use of master agreements. For each of these services, a master agreement will be established between the JCC and the service provider. The agreement will

specify general terms and conditions, administrative terms related to the provision of the service, and specific terms and rates that would apply to all instances where the master agreement would be employed. Courts will leverage this agreement using participation agreements between the court and the solution provider. They will negotiate specific terms based on the specific needs of the court.

C. Financial Model

This new e-filing environment is being developed to provide economies, remove barriers to access, and provide incentives for service and innovation. One of the objectives of the planned e-filing environment is to deliver economies to filers. Another is to eliminate barriers to indigent filers, enabling them to employ e-filing free of charge. In addition, the government agencies supporting the justice system will not be charged for e-filing. Finally, the environment should economically encourage firms to provide valuable e-filing services and innovate as they do so.

Each of the entities will have a financial stake in this environment. The financial model seeks to estimate the financial impacts and implications of this new environment for all the participants.

1. Financial Assumptions

The baseline financial model is based on some general assumptions about the implementation, rollout, and steady-state operation of the new e-filing operation. These include the following.

Entities

As noted in a previous section, the environment will likely have a variety of entities becoming engaged at various times during the life of the program:

- A single administrative organization supported by the JCC will support implementation and operations.
- Approximately 50 superior court locations will employ the master agreement at full rollout.
 - » Rollout by court will be:
 - Three courts in year 1.
 - Los Angeles (30 percent of state case load) is included.
 - Implementation will be completed by the third quarter of the fiscal year.
 - Courts will complete implementation of e-filing by March and be in production for only 3 months.
 - Ten courts in year 2.

- Twelve courts in each of the following 3 years.
- » The percentage of fee-generating filings will grow:
 - Thirty percent in the first year.
 - Twenty percent in the second year.
 - Approximately 13 percent for each of the next 3 years.
 - To a total of 90 percent at full build out.
- Two EFM providers:
 - » They will both certify in year 1.
 - » They will produce upgrades annually.
- Twenty EFSPs:
 - » Twelve will come on board in year 1.
 - » Eight will be certified in year 2.
 - » They will produce upgrades annually.
- One Certification authority.
- Two Financial Gateways.
- One IAM provider.

Rates

The commercial participants in this environment will seek revenue for their services. Government entities will charge their mandated fees and seek cost recovery. The rates likely to be charged by these service providers are presented in Table 1.

Table 1 – Estimated Service Fees

Service Provider	Service	Rate	Basis
Payment Processor	Collect credit/debit card payments	2.75%	Percent of Transaction Amount
IAM	License for use of hosted identity and access management solution	\$ 0.01032	Stored Identity, Annually
IAM	License for use of hosted identity and access management solution	\$ 0.00280	Authentication
EFM	Filing	\$ 1.75	Per Qualified Filing
EFM	Court Onboarding Service	\$ -	Implementation
EFSP	Filing	\$ 3.00	Per Qualified Filing
JCC	e-Filing Program Administration	\$ 0.10	Per Qualified Filing
Certification Authority	Implement Certification Environment	\$ 100,000.00	Implementation
Certification Authority	Conduct EFM Initial Implementation Test with Certification	\$ 60,000.00	Test
Certification Authority	Conduct EFM Initial Implementation Retest with Certification	\$ 6,000.00	Test
Certification Authority	Conduct EFM Modification / Upgrade Test with Certification	\$ 12,000.00	Test
Certification Authority	Conduct EFM Modification / Upgrade Retest with Certification	\$ 2,000.00	Test
Certification Authority	Conduct Court Implementation Test with Certification	\$ 1,000.00	Test
Certification Authority	Conduct Court Implementation Retest with Certification	\$ 1,000.00	Test
Certification Authority	Conduct Court Policy Modification Test with Certification	\$ 500.00	Test
Certification Authority	Conduct Court Policy Modification Retest with Certification	\$ 500.00	Test
Certification Authority	Conduct EFSP Initial Implementation Test with Certification	\$ 40,000.00	Test
Certification Authority	Conduct EFSP Initial Implementation Retest with Certification	\$ 4,000.00	Test
Certification Authority	Conduct EFSP Modification / Upgrade Test with Certification	\$ 12,000.00	Test
Certification Authority	Conduct EFSP Modification / Upgrade Retest with Certification	\$ 2,000.00	Test

Filings and Associated Court Fees

To provide context to the economics of the e-filing environment, it is useful to understand the dollar volume of the court fees involved in e-filing. This is also useful in estimating the payment processing fees likely to be charged.

The number of cases filed and number of filings per case are presented in Table 2. This table presents a very simplified abstraction of the California uniform statewide fees. For rough estimation, three types of filings and three fees are shown, based on case type. These average rates are rough estimates.

Table 2 – Simplified Court Fee Schedule for Estimation Purposes

Service Provider	Civil Unlimited	Civil Limited	Small Claims	Probate	Mental Health	Family
Initial Filing	\$ 435.00	\$ 305.00	\$ 181.00	\$ 435.00	\$ 435.00	\$ 435.00
Answer	\$ 435.00	\$ 305.00	\$ 181.00	\$ 435.00	\$ 435.00	\$ 435.00
Motions/Other Filings	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

Table 3 presents a number of the key assumptions about filings that impact the economic viability and impact of the e-filing environment. The table presents the results of study of case filing trends conducted by Orange County Superior Court, estimating the average number of filings per case, by case type. The table also shows estimates of the average life span of cases, the average number of filings per case per year, and percentage of filings subject to the indigent waiver.

Table 3 – Key Assumptions by Case Type

Key Assumptions	Civil Unlimited	Civil Limited	Small Claims	Probate	Mental Health	Family
Indigent Waiver	10%	20%	20%	10%	20%	20%
Life Span (Years)	5.00	1.50	1.00	1.00	20.00	1.50
Average Number of Filings	22.16	10.36	3.66	33.41	59.74	5.18
Filings per Year	4.43	6.91	3.66	33.41	2.99	3.45

Table 4 leverages these measures along with Judicial Branch Statistical Information System (JBSIS) data to estimate annual filing rates. This analysis considers the number of filings in the life of a case and the life span (by case type) to estimate filings by year. This analysis assumes that case load is generally in a steady state: cases are initiated at a rate that is similar to the rate at which they are closed. The assumed rate of indigent filing by case type is used to estimate the number of filings that are likely to be subject to fees. In addition, the average rate of new case filings is drawn from JBSIS reports from 2010 through 2014.

Table 4 – Filing Rates

Key Assumptions	Civil Unlimited	Civil Limited	Small Claims	Probate	Mental Health	Family
New Case Filings - 5 Year Average (JBSIS 2010-2014)	208,287	610,288	182,741	41,990	23,148	415,440
Estimated Average Filings/Year	4,615,619	6,323,653	669,216	1,402,760	1,382,953	2,152,344
Indigent Waiver Filings	461,562	1,264,731	133,843	140,276	276,591	430,469
Net - Fee Generating Filings	4,154,057	5,058,922	535,373	1,262,484	1,106,363	1,721,875

Finally, Table 5 estimates the court fees generated from filings at full build-out. The table uses the simplified and abstracted fee structure from Table 2 and applies this to the filing rates of Table 4. Table 5 analysis assumes that:

- Full build-out is only 90 percent of all filings.
- Each case involves one initial filing and one answer.

Table 5 – Estimated Court Fees

	Civil Unlimited	Civil Limited	Small Claims	Probate	Mental Health	Family
Average Total Annual Transactions						
Initial (90% of Init. Filings)	187,458	549,259	164,467	37,791	20,833	373,896
Answer (90% of Init. Filings)	187,458	549,259	164,467	37,791	20,833	373,896
Motions/Other (Fee Generating Filings - Initial/Answer amounts above)	3,779,141	3,960,404	206,439	1,186,902	1,064,696	974,083
Est. Court Fee Transactions Total						
- Initial	\$ 81,544,361	\$ 167,524,001	\$ 29,768,541	\$ 16,438,928	\$ 9,062,520	\$ 162,644,760
- Answer	\$ 81,544,361	\$ 167,524,001	\$ 29,768,541	\$ 16,438,928	\$ 9,062,520	\$ 162,644,760
- Motions/Other	\$ 75,582,811	\$ 79,208,084	\$ 4,128,776	\$ 23,738,046	\$ 21,293,916	\$ 19,481,661
Total Court Fee Revenue by Case Type	\$238,671,532	\$ 414,256,087	\$ 63,665,859	\$ 56,615,902	\$ 39,418,957	\$ 344,771,181
					Total Court Fees	\$ 1,157,399,518

This provides context to the scale and cost of the e-filing environment. It also is useful in estimating the impact of payment processing fees for e-filing.

2. EFM Provider Fees

It is anticipated that the EFM providers will receive compensation from filing fees. These fees will be collected from filers by EFSPs and passed through to the EFM provider. EFM providers will not be directly compensated for architecture and standard development collaboration, certification expenses, the free EFSP solution, and EFSP onboarding. These costs would be factored into the e-filing fees.

Table 6 summarizes the anticipated fee revenue accruing to the EFM providers. It is based on the rollout schedule assumed above.

Table 6 – Estimated EFM Provider Revenues

Service	Transaction	Fee	Fiscal Year 1 Transactions (Total)	Fiscal Year 2 Transactions (Total)	Rollout Years (3) (Additional Amounts)	Full Build-out (Total)
Filing	Per Qualified Filing	\$ 1.75	\$ 1,816,378	\$ 12,109,189	\$ 3,229,117	\$ 21,796,541
Court Onboarding Service	Implementation	\$ -	\$ -	\$ -	\$ -	\$ -

3. EFSP Fees

It is anticipated that the EFSPs will receive compensation from filing fees. They will not be directly compensated for architecture and standard development collaboration, certification expenses, and EFSP onboarding. These costs would be factored into the e-filing fees charged to filers.

Table 7 summarizes the anticipated fee revenue accruing to the EFM providers.

Table 7 – Estimated EFSP Revenues

Transaction	Fee	Fiscal Year 1 Transactions (Total)	Fiscal Year 2 Transactions (Total)	Rollout Years (3) (Additional Amounts)	Full Build-out (Total)
Per Qualified Filing	\$ 3.00	\$ 3,113,792	\$ 20,758,610	\$ 5,535,629	\$ 37,365,499

This table is based on the rollout schedule assumed above and the use of a transaction fee-based pricing structure. EFSPs will be free to establish whatever fee structure they wish, as long as they are able to meet their financial obligations under the e-filing master agreements. They may offer services on a per-case basis, as a periodic subscription, or under some other framework.

4. JCC

JCC will charge a nominal cost recovery fee of \$0.10 per transaction. Table 8 presents the anticipated revenue from this fee.

Table 8 – Estimated JCC Program Fee Revenues

Service	Transaction	Fee	Fiscal Year 1 Transactions (Total)	Fiscal Year 2 Transactions (Total)	Rollout Years (3) (Additional Amounts)	Full Build-out (Total)
JCC Program Fee	Per Qualified Filing	\$ 0.10	\$ 103,793	\$ 691,954	\$ 184,521	\$ 1,245,517

The table shows the likely total fees in the first 2 fiscal years. It also presents the average additional revenue generated in each of the build-out years after that, until full build-out. Finally, the table projects what the revenue would be at full build-out. Since this total revenue is much more than the anticipated program costs, the transaction fee is likely to be revised downward as the e-filing environment builds out and realizes economies of scale.

5. Certification Authority

The certification authority is performing services for the JCC, EFM Providers, EFSPs, and Courts to ensure that the applications and policy files implemented in the e-filing environment conform to standard. This entity will be asked to:

- Create a California-specific certification environment.
- Provide certification testing and (as needed) retesting for the initial EFM implementations.
- Provide certification testing and (as needed) retesting for the likely upgraded EFM implementations.
- Provide certification testing and (as needed) retesting for the initial implementation of e-filing for a court, using the court’s policy file.
- Provide certification testing and (as needed) retesting for any updates to initial implementation of e-filing for a court, using the court’s policy file.
- Provide certification testing and (as needed) retesting for the initial implementation of an EFSP solution.
- Provide certification testing and (as needed) retesting for any updates to initial implementation of an EFSP solution.

This service has not been established and operated before. However, the certification process has been used in Indiana for statewide e-filing. Based on the experience in Indiana and the requirements for certification in California, fees have been estimated, and the likely revenues are presented in Table 9.

Table 9 – Estimated Certification Authority Fee Revenues

Service	Transaction	Fee	Year 1 Transactions (Total)	Year 2 Transactions (Total)	Rollout Years (3) (Additional Amounts)
Implement Certification Environment	Implementation	\$ 100,000	\$ 100,000	\$ -	\$ -
Conduct EFM Initial Implementation Test with Certification	Test	\$ 60,000	\$ 120,000	\$ -	\$ -
Conduct EFM Initial Implementation Retest with Certification	Test	\$ 6,000	\$ 12,000	\$ -	\$ -
Conduct EFM Modification / Upgrade Test with Certification	Test	\$ 12,000	\$ -	\$ 24,000	\$ 24,000
Conduct EFM Modification / Upgrade Retest with Certification	Test	\$ 2,000	\$ -	\$ 2,000	\$ 2,000
Conduct Court Implementation Test with Certification	Test	\$ 1,000	\$ 3,000	\$ 10,000	\$ 12,000
Conduct Court Implementation Retest with Certification	Test	\$ 1,000	\$ 3,000	\$ 5,000	\$ 3,000
Conduct Court Policy Modification Test with Certification	Test	\$ 500	\$ -	\$ -	\$ 6,000
Conduct Court Policy Modification Retest with Certification	Test	\$ 500	\$ -	\$ -	\$ 1,500
Conduct EFSP Initial Implementation Test with Certification	Test	\$ 40,000	\$ 480,000	\$ 320,000	\$ -
Conduct EFSP Initial Implementation Retest with Certification	Test	\$ 4,000	\$ 48,000	\$ 32,000	\$ -
Conduct EFSP Modification / Upgrade Test with Certification	Test	\$ 12,000	\$ -	\$ -	\$ 240,000
Conduct EFSP Modification / Upgrade Retest with Certification	Test	\$ 2,000	\$ -	\$ -	\$ 10,000
Total			\$ 766,000	\$ 393,000	\$ 298,500

6. IAM Provider

It is anticipated that the IAM provider will offer a cloud-based service. The anticipated fee structure is:

- A small annual fee per stored identity (estimated at \$0.01032).
- A small transaction fee each time that identity is verified (estimated at \$0.0028).

Total fees are driven by the number of users and the frequency with which they log in to access services. The user count estimates are based on the estimated adoption rates. They assume that users, on average, log in once every work week. It is understood that a small number of users will employ this service several times per day. Most self-represented litigants (a very large portion of the user community) will seldom employ this service.

The likely fees are estimated in Table 10. These fees will be paid by the JCC and recovered through the JCC program fee.

Table 10 – Estimated IAM Fee Revenues

Service	Transaction	Fee	Fiscal Year 1 Transactions (Total)	Fiscal Year 2 Transactions (Total)	Rollout Years (3) (Additional Amounts)	Full Build-out (Total)
Maintenance of stored identity	Stored Identity, Annually	\$ 0.01032	\$ 3,469	\$ 23,127	\$ 6,167	\$ 41,629
Authentication of individual	Authentication	\$ 0.00280	\$ 47,061	\$ 313,740	\$ 83,664	\$ 564,732

7. Financial Gateway

The Financial Gateway fees will be based on the amounts of court and filing fees as well as the processing fee rate. Financial Gateways are constrained to charge no more than the rate negotiated under its payment processing master agreement. This is estimated at 3 percent of the transaction amount. For context, these fees are calculated and presented in Table 11.

Table 11 – Estimated Financial Gateway Fee Revenues

Service	Transaction	Fee	Fiscal Year 1 Transactions (Total)	Fiscal Year 2 Transactions (Total)	Rollout Years (3) (Additional Amounts)	Full Build-out (Total)
Payment Processing	Percent of Transaction Amount	2.75%	\$ 86,804,964	\$ 578,699,759	\$ 154,319,936	\$ 1,041,659,566

D. Change Management

Change and evolution are anticipated in this new e-filing environment. As noted above, courts will change e-filing policy over time, EFM and EFSP applications will evolve, standards will evolve, and the master and participation agreements will likely be amended. These changes

will be managed to avoid disruption of service to filer and courts. Change management operations include the following.

1. Court Policy

It is anticipated that courts may modify their e-filing court policies from time to time. The EFM provider will provide a facility for courts to update their policy file. This will enable courts to:

- Make modifications to e-filing policy.
- Test those modifications for compatibility with standards and architecture.
- Stage those modifications for immediate or future implementation.
- Retain a record of court policies and changes over time.
- Roll back to a previous court policy as needed.

Before a new court policy file is implemented, it will be tested for conformance to standards and architecture to ensure interoperability with the EFM and all EFSP solutions. The EFM provider will coordinate this testing with the Certification Authority, on behalf of the Court.

2. Applications

EFM and EFSP applications are likely to be updated often. It is anticipated that each application will be upgraded annually. Before a new or upgraded application is introduced into the e-filing environment, it will be tested and certified. The application providers will work with the Certification Authority to conduct these tests. The Certification Authority will maintain a test environment and protocol that reflects the current production e-filing environment, applications, court policies, architecture, and standards.

3. Standards

It is anticipated that the e-filing standards will be refined over time. This process will be facilitated by the JCC and involve the courts, EFM providers, EFSPs, and Certification Authority. The standards change management process will provide for:

- The introduction, analysis, and vetting of proposed modifications to the standards.
- Staging of the implementation of new or revised standards.
- Development and certification of e-filing and CMS applications employing these new standards.
- Deprecation of old standards and phasing out the use of those standards over a reasonable time frame.

The JCC and the e-filing community will work together to implement this change management protocol.

4. Participation Agreements

Participation agreements will be developed under the terms of master agreements with the JCC. These master agreements will set forth the terms by which participation agreements may be modified, extended, and terminated. It is anticipated that courts will establish these agreements with one or more EFM providers. These will be established on a court-by-court basis as e-filing is adopted throughout the state.

5. Master Agreements

The terms and conditions of each master agreement will set forth how the parties may modify, extend, or terminate the agreement. It is anticipated that the Master agreements will have a limited term and will have provisions for renewal and revision over time.

Appendix A

JCC e-Filing Program Staff Workload Analysis

**WORKLOAD ANALYSIS WORKSHEET - NEW POSITIONS
BUDGET CHANGE PROPOSAL
FISCAL YEAR 2016-2017**

Office/Court:		Information Technology						
Unit		???						
BCP Number/Title:		E-Filing		Task Quantity	Number of Hrs. for Each Task (or % of Hour)	Per Year/Month/Week/Day	Annual Hours	Percentage of Total
Class Code/Title		Program Manager						
Activity Name:		Governance Facilitation						
Task Description:(list below)								
1	Maintain rosters, facilitating the process for filling positions in all committees.	1	4.00	Month	48			
2	Schedule and facilitate meetings.	1	16.00	Month	192			
3	Maintain collaboration resources.	1	2.00	Month	24			
4	Maintain schedules, agendas, logistics, minutes, assignments, and status reports.	1	8.00	Month	96			
Total Annual Hours:							264	15%
Activity Name:		Architecture and Standards Management						
Task Description:(list below)								
1	Develop / maintain work plan and schedule.	1	4.00	Month	48			
2	Manage tasks and resources.	1	4.00	Month	48			
3	Manage risks.	1	2.00	Month	24			
4	Manage issues.	1	2.00	Month	24			
5	Manage budget.	1	4.00	Month	48			
6	Report status.	1	4.00	Month	48			
Total Annual Hours:							240	13%
Activity Name:		Certification Authority Implementation & Maintenance						
Task Description:(list below)								
1	Establish Contract.	1	80.00	Year	80			
2	Develop / maintain work plan and schedule.	1	4.00	Month	48			
3	Manage tasks and resources.	1	4.00	Month	48			
4	Manage risks.	1	2.00	Month	24			
5	Manage issues.	1	2.00	Month	24			
6	Manage budget.	1	4.00	Month	48			
7	Report status.	1	4.00	Month	48			
8	Management contract and SLA.	1	4.00	Month	48			
Total Annual Hours:							368	21%
Activity Name:		EFM Service Implementation & Management						
Task Description:(list below)								
1	Develop / maintain work plan and schedule.	1	8.00	Month	96			
2	Manage tasks and resources.	1	8.00	Month	96			
3	Manage risks.	1	2.00	Month	24			
4	Manage issues.	1	2.00	Month	24			
5	Manage budget.	1	4.00	Month	48			
6	Report status.	1	4.00	Month	48			
7	Management contract and SLA.	1	4.00	Month	48			
Total Annual Hours:							384	22%
Activity Name:		General Program Management						
Task Description:(list below)								
1	Manage IAM Service Contract.	1	8.00	Month	96			
2	Manage Payment Processor service to EFSPs.	1	8.00	Month	96			
3	Provide e-filing ombudsman services to EFPS, EFM's, Filers, Courts, and contracted service providers.	1	8.00	Month	96			
4	Manage program staff.	1	8.00	Month	96			
5	Manage program budget.	1	4.00	Month	48			
6	Conduct community outreach.	1	4.00	Month	48			
7	Prepare and prepare reports as needed.	1	4.00	Month	48			
Total Annual Hours:							528	30%
Grand Total Annual Hours :*							1,784	100%
Full Time Equivalents Required to Complete:							1.0	
Currently Authorized Positions:							0.0	
Additional Positions Needed:							1.0	
Number of Positions Being Requested							1.0	

* Note: One full-time position = 1,778 hours - Percentage must equal 100% for positions.

**WORKLOAD ANALYSIS WORKSHEET - NEW POSITIONS
BUDGET CHANGE PROPOSAL
FISCAL YEAR 2016-2017**

Office/Court:		Information Technology				
Unit		???				
BCP Number/Title:		E-Filing				
Class Code/Title		Business Analyst				
	Task Quantity	Number of Hrs. for Each Task (or % of Hour)	Per Year/Month/Week/Day	Annual Hours	Percentage of Total	
Activity Name: Administer e-Filing Program						
Task Description:(list below)						
1	Develop program policies and procedures for contracting, on-boarding, exiting, certification, accounting, training, grievance and issue resolution, and communication.	1	120.00	Year	120	
2	Maintain functional design documentation.	1	8.00	Month	96	
3	Facilitate the maintenance of the court policy file.	1	8.00	Month	96	
4	Maintain and update standard SLA and contract documents.	2	4.00	Month	96	
5	Prepare content to support the communication plan.	4	2.00	Month	96	
6	Prepare statistical program performance reports.	1	8.00	Month	96	
7	Provide policy, functional, and operational training to EFSPs and courts.	2	2.00	Month	48	
8	Prepare budgets, financial analysis, and reports concerning program and service provider operations.	1	8.00	Month	96	
9	Maintain program records and contracts.	1	0.50	Day	130	
Total Annual Hours:					744	38%
Activity Name: Administer Ancillary Services						
Task Description:(list below)						
1	Monitor license and contract subscriptions and use.	1	2.00	Month	24	
2	Answer / resolve contract, license, and SLA questions / issues from payment processors, banks, courts, EFM, and EFSPs.	4	2.00	Month	96	
3	Monitor and report on use of ancillary services for compliance with statute, policy, and rules.	1	4.00	Month	48	
4	Monitor and report on the payment processing service fees charged by EFSPs and payment processors.	1	4.00	Month	48	
5				Month	0	
6				Month	0	
Total Annual Hours:					216	11%
Activity Name: Operational Certification Ombudsman						
Task Description:(list below)						
1	Document certification policies and procedures.	1	60.00	Year	60	
2	Coordinate certification efforts for EFSPs, EFM, and Courts.	2	4.00	Month	96	
3	Maintain and publish certification results and records.	1	2.00	Week	104	
4	Document certification disputes and issues.	2	4.00	Month	96	
5	Provide and manage a forum for resolving disputes and issues.	2	4.00	Month	96	
6		0	0.00	Month	0	
7		0	0.00	Month	0	
8		0	0.00	Month	0	
Total Annual Hours:					452	23%
Activity Name: EFM and EFSP Transition Assistance						
Task Description:(list below)						
1	Provide operational subject matter expertise to support EFM implementation with courts.	2	40.00	Year	80	
2	Provide operational subject matter expertise to support EFSP implementation with EFM.	2	8.00	Month	192	
3	Conduct operational and financial research and analysis to support EFM and EFSP implementation and exit.	2	8.00	Month	192	
4	Provide operational subject matter expertise to support exit by EFSP, EFM, or court.	1	16.00	Year	16	
5		0	0.00	Month	0	
6		0	0.00	Month	0	
7		0	0.00	Month	0	
Total Annual Hours:					480	24%
Activity Name: Operational Contract Monitoring						
Task Description:(list below)						
1	Monitor statistical performance against SLAs for all e-filing and CMS applications.	1	4.00	Month	48	
2	Work with service providers to identify and resolve compliance issues and ensure SLAs are being met.	4	8.00	Year	32	
3				Month	0	
4				Month	0	
5				Month	0	
6				Month	0	
7				Month	0	
Total Annual Hours:					80	4%
Grand Total Annual Hours :*				1,972	100%	
Full Time Equivalents Required to Complete:				1.1		
Currently Authorized Positions:				0.0		
Additional Positions Needed:				1.1		
Number of Positions Being Requested				1.0		

* Note: One full-time position = 1,778 hours - Percentage must equal 100% for positions.

**WORKLOAD ANALYSIS WORKSHEET - NEW POSITIONS
BUDGET CHANGE PROPOSAL
FISCAL YEAR 2016-2017**

Office/Court:		Information Technology				
Unit		???				
BCP Number/Title:		E-Filing				
Class Code/Title		Technical Analyst				
	Task Quantity	Number of Hrs. for Each Task (or % of Hour)	Per Year/Month/Week/Day	Annual Hours	Percentage of Total	
Activity Name: Develop and Maintain Technical Architecture						
Task Description: (list below)						
1	Develop architecture management process.	1	40.00	Year	40	
2	Design e-Filing Transactions.	1	80.00	Year	80	
3	Design IAM Processing.	1	20.00	Year	20	
4	Design Payment Processing.	1	20.00	Year	20	
5	Identify JCC / Court Provided IP.	1	40.00	Year	40	
6	Manage SME participation.	1	8.00	Month	96	
7	Conduct Design Sessions.	1	8.00	Month		
8	Document and Maintain Standards.	1	16.00	Month		
9	Facilitate architecture change management.	1	16.00	Month	192	
Total Annual Hours:				296	12%	
Activity Name: Establish and Maintain Ancillary Services						
Task Description: (list below)						
1	Maintain and manage IAM minimum configuration required for e-filing.	4	2.00	Month	96	
2	Configure IAM Service for e-Filing Courts.	2	12.00	Month	288	
3	Assist payment processing integration.	2	8.00	Month	192	
4			0.00	Month	0	
5		0	0.00	Month	0	
6		0	0.00	Month	0	
Total Annual Hours:				576	24%	
Activity Name: Technical Certification Ombudsman						
Task Description: (list below)						
1	Define technical certification protocols.	1	80.00	Year	80	
2	Facilitate construction and configuration of certification infrastructure.	1	80.00	Year	80	
3	Facilitate certification process, resolving errors and technical conflicts.	2	16.00	Month	384	
4	Conduct technical research and troubleshooting to resolve disputes and error conditions in certification and e-filing operations.	2	4.00	Month	96	
5		0	0.00	Month	0	
6		0	0.00	Month	0	
7		0	0.00	Month	0	
8		0	0.00	Month	0	
Total Annual Hours:				640	26%	
Activity Name: EFM and EFSP Transition Assistance						
Task Description: (list below)						
1	Provide technical subject matter expertise to support EFM implementation with courts.	2	80.00	Year	160	
2	Provide technical subject matter expertise to support EFSP implementation with EFM's.	2	16.00	Month	384	
3	Conduct technical research to support EFM and EFSP implementation and exit.	2	4.00	Month	96	
4	Provide technical subject matter expertise to support exit by EFSP, EFM, or court.	1	24.00	Year	24	
5		0	0.00	Month	0	
6		0	0.00	Month	0	
7		0	0.00	Month	0	
Total Annual Hours:				664	27%	
Activity Name: Technical Contract Monitoring						
Task Description: (list below)						
1	Monitor system performance against SLAs for all e-filing and CMS applications.	1	8.00	Month	96	
2	Work with service providers to identify and resolve compliance issues and ensure SLAs are being met.	4	16.00	Year	64	
3	Monitor and audit security of service provider operations on a regular basis.	1	8.00	Month	96	
4				Month	0	
5				Month	0	
6				Month	0	
7				Month	0	
Total Annual Hours:				256	11%	
Grand Total Annual Hours :*				2,432	100%	
Full Time Equivalents Required to Complete:				1.4		
Currently Authorized Positions:				0.0		
Additional Positions Needed:				1.4		
Number of Positions Being Requested				1.0		

* Note: One full-time position = 1,778 hours - Percentage must equal 100% for positions.

Appendix B

Implementation Plan and Schedule

ID	WBS	Task Name	Start	3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	1	Phase 1 – Gather Data	7/11/16	[Gantt bar from Jul 11 2016 to Sep 30 2016]																													
10	2	Phase 2 – Document E-Filing Operating Architecture	7/29/16	[Gantt bar from Jul 29 2016 to Sep 30 2016]																													
21	3	Phase 3 – Draft RFP and Related Tools	9/21/16	[Gantt bar from Sep 21 2016 to Dec 31 2016]																													
35	4	Phase 4 – Facilitate Collection, Evaluation, and Selection of EFM Proposals	11/1/16	[Gantt bar from Nov 1 2016 to Dec 31 2016]																													
43	5	Phase 5 – Negotiate EFM Contract	1/24/17	[Gantt bar from Jan 24 2017 to Mar 31 2017]																													
49	6	Phase 6 - Develop E-Filing Operating Architecture	1/24/17	[Gantt bar from Jan 24 2017 to Sep 30 2017]																													
50	6.1	Establish E-Filing Governance Structure	1/24/17	[Task bar from Jan 24 2017 to Feb 28 2017]																													
51	6.2	Establish E-Filing Program Office	7/3/17	[Task bar from Jul 3 2017 to Jul 31 2017]																													
52	6.2.1	Hire Program Staff	7/3/17	[Task bar from Jul 3 2017 to Jul 31 2017]																													
53	6.2.1.1	Hire Program Manager	7/3/17	[Task bar from Jul 3 2017 to Jul 31 2017]																													
54	6.2.1.2	Hire Business Analyst	7/3/17	[Task bar from Jul 3 2017 to Jul 31 2017]																													
55	6.2.1.3	Hire Technical Analyst	7/3/17	[Task bar from Jul 3 2017 to Jul 31 2017]																													
56	6.3	Refine Technical Architecture	4/11/17	[Task bar from Apr 11 2017 to Sep 30 2017]																													
57	6.3.1	Design e-Filing Transactions	4/11/17	[Task bar from Apr 11 2017 to Apr 30 2017]																													
58	6.3.2	Design IAM Processing	4/25/17	[Task bar from Apr 25 2017 to May 31 2017]																													
59	6.3.3	Design Payment Processing	4/25/17	[Task bar from Apr 25 2017 to May 31 2017]																													
60	6.3.4	Identify JCC / Court Provided IP	5/9/17	[Task bar from May 9 2017 to May 31 2017]																													
61	6.3.4.1	Payment Processing APIs	5/9/17	[Task bar from May 9 2017 to May 31 2017]																													
62	6.3.4.2	Reconciliation Utility	5/9/17	[Task bar from May 9 2017 to May 31 2017]																													
63	6.4	Jointly Define Standards	4/11/17	[Task bar from Apr 11 2017 to Sep 30 2017]																													
64	6.4.1	Invite Stakeholders	4/11/17	[Task bar from Apr 11 2017 to Sep 30 2017]																													
65	6.4.1.1	CMS Providers	4/11/17	[Task bar from Apr 11 2017 to Sep 30 2017]																													
66	6.4.1.2	EFMs	4/11/17	[Task bar from Apr 11 2017 to Sep 30 2017]																													

LOS ANGELES COUNTY SUPERIOR COURT
STATEWIDE ELECTRONIC FILING MANAGERS MASTER CONTRACT
WORK PLAN AND SCHEDULE

ID	WBS	Task Name	Start	3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter					
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
67	6.4.1.3	EFSPs	4/11/17																																	
68	6.4.1.4	IAM Administrator	4/11/17																																	
69	6.4.1.5	Certification Authority	9/25/17																																	
70	6.4.1.6	Work stream Group	4/11/17																																	
71	6.4.2	Conduct Design Sessions	9/26/17																																	
72	6.4.3	Document Standards	10/10/17																																	
73	6.4.4	Establish Standards Change Management	4/11/17																																	
74	6.5	Document Protocols	4/11/17																																	
75	7	Phase 7 - Establish Ancillary Services	10/3/16																																	
76	7.1	Establish IAM Service	10/3/16																																	
77	7.1.1	Prepare RFP for IAM	10/3/16																																	
78	7.1.2	Select IAM Service	12/7/16																																	
79	7.1.3	Address IAM Policy	12/7/16																																	
80	7.1.4	Develop Minimum IAM Complement for e-Filing	2/10/17																																	
81	7.1.5	Configure IAM Service for Pilot Courts	3/10/17																																	
82	7.2	Establish Payment Processing Gateway	10/17/16																																	
83	7.2.1	Research Ability for EFSPs to Employ Gateway	10/17/16																																	
84	7.2.2	Identify Needed APIs	10/31/16																																	
85	7.2.3	Develop APIs for Integration	11/14/16																																	
86	7.2.4	Establish EFSPs and EFMs as Agents of the Court	10/31/16																																	
87	8	Phase 8 - Establish Certification Authority Service	7/3/17																																	
88	8.1	Acquire Certification Authority Services	7/3/17																																	
89	8.2	Define Certification Protocols	9/25/17																																	
90	8.3	Acquire Certification Infrastructure	11/20/17																																	

ID	WBS	Task Name	Start	3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
91	8.4	Construct and Configure Certification Environment	12/4/17																		
92	9	Phase 9 - Establish EFM Service	10/24/17																		
93	9.1	Develop Baseline EFM Service	10/24/17																		
94	9.2	Conduct Certification	1/29/18																		
95	9.3	Test Pilot Court Interfaces	2/19/18																		
96	9.4	Test EFSP Interfaces	2/19/18																		
97	9.5	Refine Operations	3/19/18																		
98	9.6	Go Live in Pilot Court 1	4/2/18																		
99	9.7	Go Live in Pilot Court 2	4/2/18																		
100	9.8	Go Live in Pilot Court 3	4/2/18																		
101	10	Phase 10 - Establish EFSP Service	10/24/17																		
102	10.1	Develop Baseline EFPs Services	10/24/17																		
103	10.2	Conduct Certifications	1/29/18																		
104	10.3	Test Filings into Pilot Courts	2/12/18																		
105	10.4	Test EFSP Interfaces	3/12/18																		
106	10.5	Refine Operations	4/9/18																		
107	11	Phase 11 - Pilot Court Implementations	2/1/17																		
108	11.1	Select Pilot Courts	2/1/17																		
109	11.2	Negotiate Participation Agreements	4/26/17																		
110	11.3	Construct Pilot Court CMS / EFM Interfaces	5/24/17																		
111	11.4	Implement Pilot Courts E-filing	2/5/18																		
112	12	Phase 12 - E-filing Service Rollout	4/30/18																		
113	12.1	Roll Out 2 Court Implementations	4/30/18																		
114	12.2	Roll Out 2 Court Implementations	5/28/18																		

Exhibit 10 to Request for Proposals Electronic Filing Technical Architecture and Standards

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

RFP Number – BAP-2017-01-PC

*Title – E-Filing Services for the Superior Courts of
California*

Los Angeles County Superior Court

Consulting Services for Statewide Electronic Filing Managers Master Contract

Technical Architecture and Standards

January 30, 2017



MTG Management Consultants, LLC

401 Second Avenue South, Suite 240

Seattle, Washington 98104-3858

206.442.5010 206.442.5011 fax

www.mtgmc.com



Document Purpose

This is the Technical Architecture and Standards document for the Los Angeles County Superior Court/Electronic Filing Managers acquisition project. This document defines all the architecture of the e-filing system, including the use of standards.

Version	Date	Description/Changes
1.0	9/5/16	Initial draft.
1.1	9/29/16	First complete version.
1.2	1/30/17	Minor revision (usage of EFSP, EFM, etc.)

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I. Introduction

I. Introduction

California has many large and small courts, and a variety of innovative Electronic Filing Service Providers (EFSPs) based or operating in the state. While some of the courts in California have realized a degree of success and innovation in electronic filing (e-filing), progress has been limited. This has been influenced by the actions of e-filing vendors who have created a difficult economic environment by:

- Focusing on high volume courts almost to the exclusion of the smaller courts.
- Creating monopolies through the use of proprietary designs.
- Constraining options for services and payments.
- Creating barriers to entry and operation for innovative e-filing service- providers.
- Extracting higher fees for filing and payment processing.

Under the guidance of the Judicial Council of California (JCC), a group of courts have come together to execute a work stream to establish master contracts with multiple e-filing manager (EFM) application providers that can be employed by the courts to expand the adoption of e-filing across the state while supporting innovation and minimizing costs. Specifically, each EFM provider should accomplish the following:

- Support e-filing statewide for all litigation types.
- Integrate with “core” Case Management Systems (CMSs) – the two statewide CMS vendor products and Journal Technology’s eCourt.
- Integrate with Judicial Council-approved financial gateway vendors.
- Support electronic payment types beyond credit card.
- Provide a zero-cost e-filing option for indigent and government filers.

The specific objectives of the EFM provider work stream are to:

- Create a Concept of Operation (ConOps), standards, and architecture sufficient to scope the master agreement.
- Draft an RFP.
- Solicit EFM vendor proposals.
- Collect and evaluate EFM provider proposals.
- Negotiate contracts with the selected solution providers.

A. Project Scope and Approach

The scope of this project is to establish a statewide e-filing environment that employs more than one statewide EFM service to ensure a competitive marketplace that leaves the court in greater control. Specifically, the project scope includes establishment of the following:

1. An architecture that considers the full e-filing component model.
2. Defined procedures for qualifying, certifying, and onboarding:
 - 2.1. EFMs.
 - 2.2. EFSPs.
 - 2.3. Payment Gateways.
 - 2.4. Accounting System Gateways.
3. Specifications for pruning data submissions.
4. Standards development and maintenance under Electronic Court Filing 4.0 and future releases.
5. Models of ongoing operations for participating entities, electronic and human services.
6. E-filing and interfaces to a limited list of CMS systems (currently four).

The project scope does not currently include writing RFPs and facilitating acquisitions for EFSPs and payment gateways.

B. Document Purpose

The purpose of this document is to recommend an architecture and non-functional requirements for a statewide e-filing system. This document defines the e-filing vision, architecture, and standards of the proposed system. The scope of this document includes the primarily technical aspects of the statewide e-filing system. The business and operational aspects are detailed in the separate EFM ConOps document.

II. E-Filing Technical Vision

II. E-Filing Technical Vision

A. Principles

The architecture outlined below seeks to support fundamental objectives that the California courts and the JCC are seeking to accomplish. These objectives, detailed in the ConOps, are summarized as follows:

- No financial obligations or interest for the courts.
- A no-charge filing assembly and submission service for select filers.
- Little or no involvement of the JCC.
- Conformance managed through administrative processes.
- Credit card transaction costs no greater than the branch contract rates.
- Master contracts for select common services.

Informed by an analysis of the California courts, alternative approaches and architectures for electronic filing, and best practices in other states, MTG Management Consultants, LLC, proposes a vision for a statewide e-filing system in California. Specifically, MTG recommends that the California courts:

- Move to comprehensive e-filing and e-service for all participating courts in California, allowing courts and filers to reap the benefits of e-filing. Key characteristics of this future state are:
 - » E-filing and e-service is available for all participating courts statewide.
 - » E-filing is mandatory in all participating courts.
 - » E-filing includes the submission of document images and the metadata needed to record the filing in the court's CMS and document management system (DMS).
- Provide a progression path and the tools to support this progression for courts to transition to the long-term operating model. This progression path should support:
 - » Courts without existing e-filing technology.
 - » Courts with existing e-filing capabilities, factoring in system lifecycle plans and contractual obligations with solution providers.
- Provide choice and comprehensive, statewide e-filing/e-service to filers, that features:
 - » A choice of EFSPs for all filers, offered from commercial and California court offerings.
 - » The ability to e-file in all participating courts, statewide, with a single EFSP solution.
 - » The ability to efficiently integrate legal CMSs with the e-filing system.

- » Unified identity management allowing filers to register once to obtain credentials that can be used statewide.
- Build the technical framework for statewide e-filing/e-service, including the following components:
 - » Multiple EFMs integrated with all the CMSs and DMSs in the participating courts at full buildout.
 - » Multiple EFSPs integrated with the EFM.
 - » Open e-filing technical standards for interoperability.
- Provide a California e-filing program to support the construction, adoption, and operation of e-filing/e-service across all courts. To do so, the California courts should:
 - » Adopt enabling legislation to provide funding and organizational resources.
 - » Create a funding stream.
 - » Adopt the OASIS LegalXML Electronic Court Filing (ECF) 4.01 standard or later as the basis for a California e-filing standard. While it will not completely eliminate design, construction, configuration, and testing required to implement e-filing for a court, the use of this standard will greatly reduce the effort required.
 - » Establish a program office to support implementation of statewide and local court facilities; provide integration assistance to courts, providers and filers; and provide ongoing contract and service-level management.

These objectives should shape the e-filing architecture and implementation approach employed by the California courts. The implications of this approach on the statewide architecture, including specific standards and requirements, are addressed in the remainder of this document. The implications of this approach on the implementation approach, including the transition of existing e-filing systems to align with the proposed statewide system in phases, are addressed in the separate ConOps document.

B. Technology Objectives

The technical objectives of the statewide e-filing system architecture include the following:

- The statewide e-filing system will consist of multiple, separate but interoperable components that conform to technical standards, detailed below, and shared statewide and court-specific policies (configuration information). The components will be designed to allow multiple solution providers to provide mostly interchangeable solutions for the same component. This will allow filers and courts to select the solutions that best align with their business and technical requirements and limitations.
- In addition to the production e-filing environment, the architecture will include development and testing environments, to allow for the certification of new solutions, testing of new releases by previously certified providers, and minor or major updates to the standards and statewide and court-specific policies.

- The production e-filing system will be highly reliable and fault-tolerant. System-wide downtimes should be limited in duration and scheduled to minimize the impact on court operations.
- The e-filing system will limit access to information in accordance with court rules.

C. Technical Standards

Interoperability among the components that make up the statewide e-filing system will be enabled by defining and enforcing technical standards for e-filing, e-signatures, and identity and access management. Technical requirements for payment processing will be defined by the payment processor organizations.

1. E-Filing Standards

Integrating an e-filing system requires common functional and technical standards for data and document interoperability. Specifically, two technical standards are critical to interoperability in the e-filing system:

- Portable Document Format (PDF), which provides document interoperability.
- OASIS LegalXML ECF 4.01, which provides data interoperability.

PDF

PDF is universally accepted as the document standard for e-filing, and the IEFS will require the use of searchable PDF. To ensure that e-filed documents will still be viewable in the future, the use of the Portable Document Format/Archive (PDF/A) format, a version specialized for the digital preservation of electronic documents, is also acceptable to the participating courts.

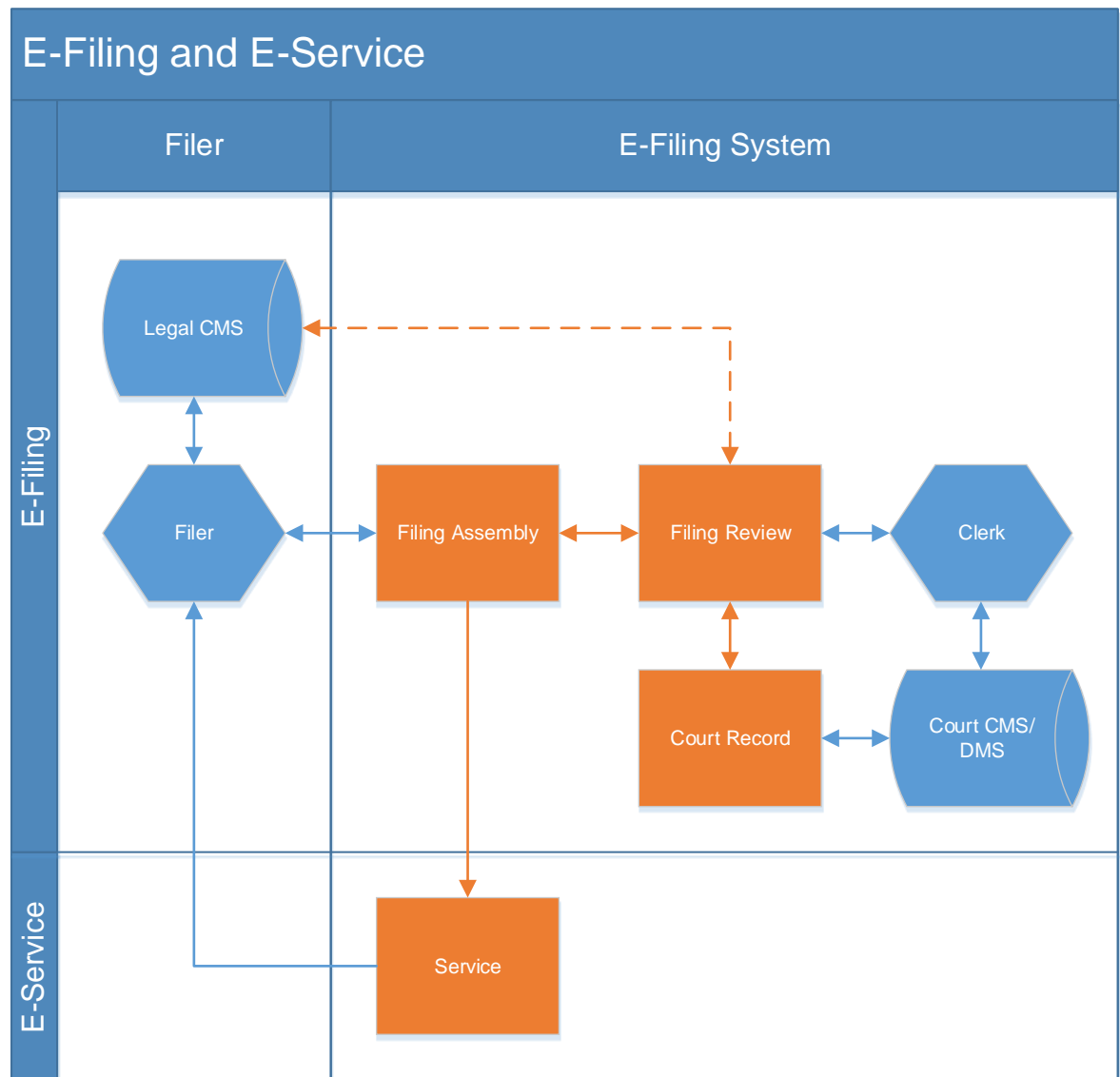
OASIS LegalXML ECF 4.01

The OASIS LegalXML ECF 4.01 standard was developed based on the National Information Exchange Model (NIEM) and the functional standards for e-filing approved by the Conference of State Court Administrators (COSCA) and National Association for Court Management (NACM). ECF defines four major design elements (MDEs), or logical groupings of functions, that support a particular part of the e-filing process. They are:

- *Filing Assembly MDE* – Enables a filer to create a filing message for submission to a court and returns filing confirmation to the filer.
- *Filing Review MDE* – Enables a court to receive and review a filing message and prepare the contents for recording in the CMS and DMS.
- *Court Record MDE* – Enables a court to record electronic documents and docket entries, describing them in its CMS and DMS.

- *Service MDE* – Enables a filer or a court to transmit filings to other parties that are participating in the case electronically and are entitled to copies of the filing.

These MDEs work together to provide e-filing capabilities to filers. The most common configuration of these MDEs is shown below. Integrations within the scope of the ECF 4 standard are shown in orange. The remaining integrations are left to the filer, court, or EFSP to define.



Out of scope of technical standards.

Scope of ECF 4 technical standards.

The ECF standard defines most of the interface requirements for an e-filing system, including e-service and e-payments. However, due to the diversity of rules, processes, and systems used in courts across the country, the ECF standard does not define all required operations and code lists for a complete e-filing system. To support statewide interoperability, the California courts must define state-specific technical standards that incorporate and extend

the ECF standard to handle the variety of rules, processes, and codes used in California courts.

2. E-Signature Standards

In each of the California courts that currently support e-filing, local rules of court define the acceptable forms and processes for verifying signatures on electronic documents. Generally, the courts allow attorneys and pro se parties to use either a facsimile (image) or a typographic signature (/s/) on electronic documents. Each filing the document submitted using a filer's unique credentials is considered to be signed by that filer.

Signatures by judicial officers on court actions may require more robust authentication. Judicial officers will have limited access to the e-filing system, so robust authentication of these users is out of scope of the e-filing system. To ensure document integrity, a secure hash function (e.g. SHA-256) should be applied to all filings accepted by the clerk prior to recording.

3. Identity and Access Management Standards

The JCC will provide a common identity and access management (IAM) solution based on open standards, including OAuth 2 and OpenID Connect. The IAM solution will provide a common registry of e-filing users and EFSPs. All components (MDEs) in the e-filing system will depend on the IAM solution to validate the identity and privileges of users, including filers, clerks, and system administrators. The IAM solution is detailed in the next section.

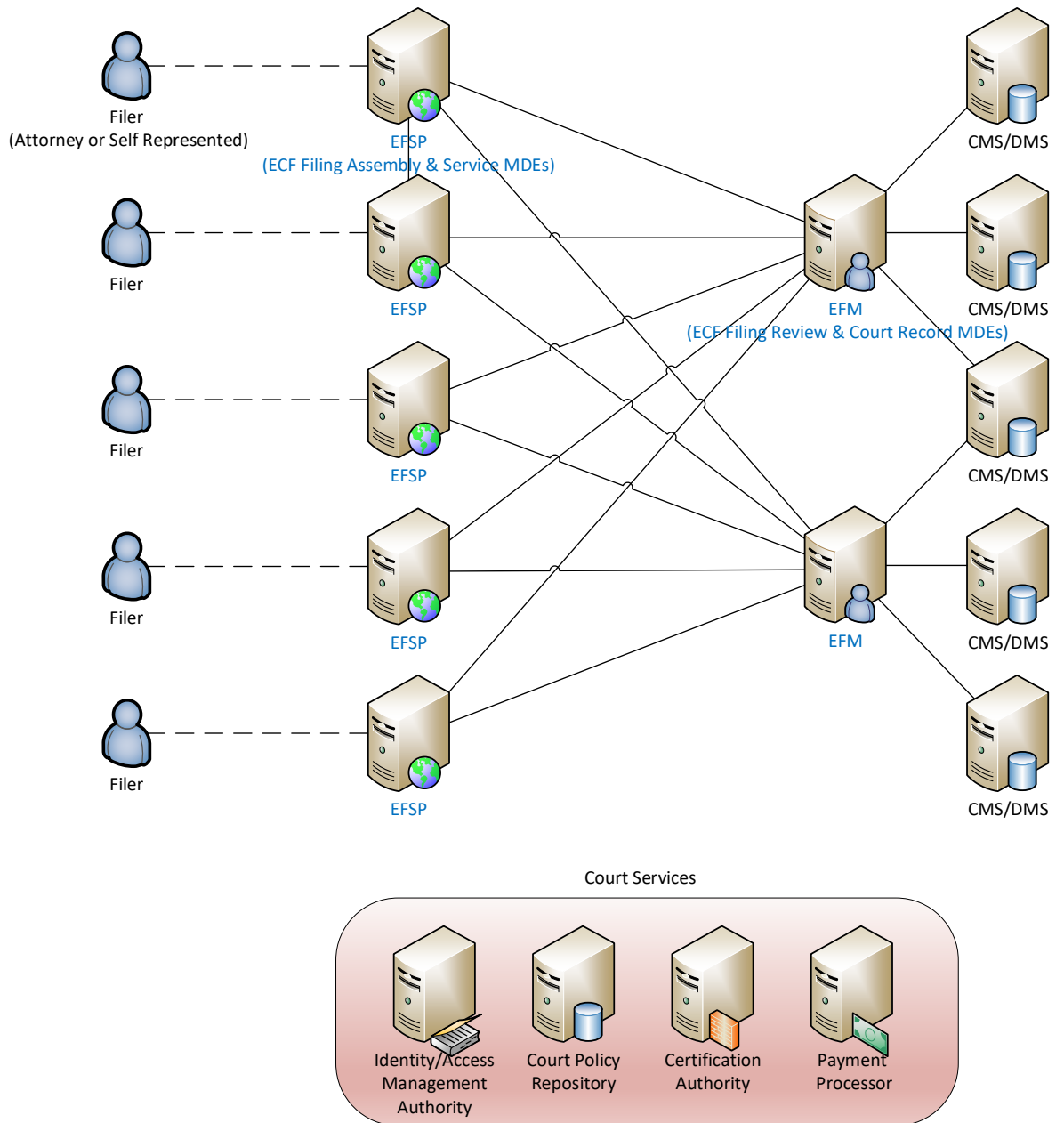
III. E-Filing Architecture

III. E-Filing Architecture

This section proposes a target, long-term technical architecture for the California statewide e-filing system, including the components of the system and the standards that govern the integration of the components. This architecture is intended to guide new implementations of e-filing and provide a target for migration of existing implementations over time.

A. Application Component Model

The proposed statewide e-filing system is shown in the following diagram. Filers are represented as attorneys but will also include parties filing pro se. The components of the system are described in the remainder of this section.



B. E-Filing Components and Interfaces

1. E-Filing Service Providers

The e-filing system will support multiple EFSPs between the filer and the court that provide the ECF 4.01 Filing Assembly and Service components of the e-filing transaction.

Relative to single EFSP, the benefits of this “multi-vendor” business model include:

- Enabling integration with multiple legal and court case management systems.
- Allowing filers to choose and switch solution providers based on their business needs and preferences.

Scope

Each EFSP will enable litigants to:

- Query case and filing information from multiple courts through multiple EFMs.
- Prepare and submit e-filing and e-service in multiple courts through multiple EFMs.
- Process payments. The EFSP may choose to use either the JCC-provided Payment Gateway or another service. Payment processing will be a multi-step process. A hold for e-filing and court fees will be placed prior to filing acceptance. Upon acceptance, the e-filing fees will be collected.
- Receive e-service and deliver the received documents to the intended parties.

Each EFSP solution will be approved for use in the e-filing system and may also provide value-added services (e.g., organization of cases, alerts, document conversion, document management, fee advances, form completion).

Interfaces

- EFM – ECF 4.01.
- IAM – OAuth 2/OpenID.
- Court Policy Repository – ECF 4.01.
- Payment Processing – application programming interface (API) defined by the payment processor.
- Legal case management system – (outside the scope of these specifications).

2. Electronic Filing Manager

Multiple EFM components will provide the Filing Review and Court Record modules in the e-filing system.

Scope

Each EFM provider will implement ECF 4.01 Filing Review and Court Record MDEs and enable a clerk to:

- Accept and validate each filing received from an EFSP solution.
- Accept and validate each proposed order, including PDF and source document (e.g., MS Word), received from an EFSP solution and lodge the proposed order PDF in the CMS.
- Accept and validate each filing received from the Court (e.g., signed orders) and notice filers.
- Create a detailed accounting record/audit trail of submission date and time, fees paid and applied by the court, and date and time of filing in the court CMS/DMS.
- Review, edit and accept/reject the filing or pass-through to allow review in the CMS.
- Apply electronic file stamp(s) to the filing or pass through to allow stamping in the CMS/DMS.
- Record the filing in the appropriate case and document management systems.
- Report all filings and service throughout the system.

Interfaces

- EFSP Solution – ECF 4.01.
- CMS/DMS – ECF 4.01.
- Court Policy Repository – ECF 4.01.
- IAM – OAuth 2/OpenID.

3. Case and Document Management Systems

The EFM will integrate with all the CMS/DMSs used in the California trial courts participating in the e-filing work stream. Participating California trial courts currently use the following case and document management systems:

- Journal Technologies eCourt.
- Thomson Reuters C-Track.
- Tyler Odyssey.

While many commercially available EFM solutions include existing integrations for certain CMS/DMSs, ECF 4.01 Court Record components will need to be developed to integrate with

some of the CMS/DMSs used in the participating California courts. However, the effort to implement an ECF 4.01 Court Record component to integrate each CMS/DMS with the EFM can be shared across all courts using those systems.

Scope

Each CMS/DMS will enable the clerk to:

- Create/update cases.
- Serve notices (e.g. signed orders).
- Store and index documents.
- Register documents into a case.
- If the EFM is a pass-through, edit and accept/reject the filing and apply electronic file stamp(s) to the filing.

Interfaces

- EFM – ECF 4.01.
- EFSP Solution – ECF 4.01.
- Court Policy Repository – ECF 4.01.
- IAM – OAuth 2/OpenID.

4. Court Policy Repository

A single court policy repository will publish the statewide and court-specific policies, (configuration information and code lists) for consumption and implementation by the other components of the e-filing system.

Scope

The court policy repository will:

- Serve as a repository and publisher of statewide and court-specific e-filing Court Policy Files.

Interfaces

- EFSP Solution – ECF 4.01.
- EFM – ECF 4.01.
- CMS/DMS – ECF 4.01.

5. Identity and Access Management

IAM provides a statewide registry of e-filing users and approved EFSPs that enables consistent authentication and authorization across the e-filing systems. The architectures for

public access to court records and a portal for self-represented litigants are in development but will presumably support the same technical standards for identity. The IAM solution should also support federated identity through third-party, consumer-grade identity providers such as Facebook and Google.

Scope

The IAM solution will enable filers to:

- Register with the e-filing system, including:
 - » Name.
 - » Email address.
 - » Bar number (attorneys only).
 - » JP ORI.
- Authenticate users using the central registry or federated identity providers (e.g. Microsoft Azure, Google, Facebook).

Interfaces

- EFSP Solution – OAuth 2/OpenID.
- Public Access – OAuth 2/OpenID.
- Self-Represented Litigant (SRL) Portal - OAuth 2/OpenID.
- Third-party identity providers (Facebook, Google) – OAuth 2/OpenID.

6. Payment Processing

A payment processing service to collect fees from the filer and disburse the fees to the courts and/or EFSP and EFM providers will be provided by JCC. The JCC payment gateway will offer a preferred rate for processing credit card transactions. EFSPs may choose to use the JCC payment gateway or another provider. If the EFSP chooses to use another payment processor, they will be prevented from charging a higher fee than the JCC payment gateway.

The payment processors will define the APIs for connecting to their services. EFSPs will use those APIs to connect to the payment processor to place a hold on the payment account prior to filing acceptance. Once the filing is accepted, the EFSP solution will connect to the payment processor to complete the payment transaction.

Scope

The payment processing service will enable filers to:

- Pay filing and service fees.

The payment processing service will be enable courts and solution providers to:

- Report fees collected and disbursed.

Interfaces

- EFSP Solution - Payment Processing – API defined by the payment processor.

Appendix A E-Filing Checklist

Appendix A – E-Filing Checklist

E-Filing Area	E-Filing Issue	JCC Decision
Alternatives Analysis		
Data/Document Collection	✓ Determine whether you will use an EFSP solution or build your own e-filing portal.	EFSP solution.
	✓ If choosing the EFSP model, determine how many EFSPs you will use.	Multiple EFSPs.
	✓ Determine your criteria for selecting an EFSP.	EFSPs will be certified for conformance with the ECF standards and the EFMs.
Local, Regional, and Statewide Considerations	✓ Determine whether regional EFSP opportunities exist with neighboring counties.	No, this will be a statewide system.
	✓ Determine whether statewide EFSP opportunities exist.	Yes, this will be a statewide system.
Requirements		
CMS	✓ Verify that your CMS is compatible with e-filing.	All CMSs in the participating courts will support e-filing.
	✓ Acquire or build the necessary integration components such as a DMS and applications.	Each CMS will provide a DMS and the appropriate integration.
	✓ Begin identifying CMS data that would aid the e-filing process.	TBD.
DMS	✓ If you do not have a DMS, get one.	Each CMS will provide a DMS and the appropriate integration.
	✓ Verify your DMS is consistent with e-filing standards and best practices.	TBD.
	✓ Establish your document retention policies.	TBD.
	✓ Establish your security policies.	TBD.
	✓ Ensure immutability of the documents.	TBD.
	✓ Establish “paper on demand” protocol if desired.	TBD.

E-Filing Area	E-Filing Issue	JCC Decision
E-Filing Standards	✓ Pick your technology standards.	OASIS LegalXML Electronic Court Filing (ECF) 4.01.
	✓ Determine your commitment to those standards.	Require the EFMs and EFSPs to conform with ECF.
	✓ If using an EFSP solution, ensure that the EFSP solution is compliant with those standards.	JCC will provide a process to certify compliance with ECF 4.01.
	✓ Build/buy/implement adapters to your CMS and DMS as necessary.	Each EFM solution will provider adapters with the appropriate CMS and DMS.
	✓ Look for regional, statewide, or national synergies.	Building a statewide solution.
	✓ Incorporate those standards into future CMS and DMS RFPs.	TBD.
Solution Selection and Acquisition		
EFSP Contract	✓ Evaluate contracts from other states and counties.	JCC has collected and reviewed contracts from Indiana and Texas.
	✓ Develop a model contract.	TBD.
Court Rules		
The Court "Policy" File	✓ Determine the business rules for e-filing.	TBD.
	✓ Determine which technology standard will be leveraged.	TBD.
	✓ Examine existing court policy files.	TBD.
	✓ Create a standards-based court policy file.	TBD.
The "Official Record"	✓ Determine whether the "e" record will be the official record.	TBD.
	✓ Ensure ability to maintain an immutable copy of the document(s).	TBD.
	✓ Update record retention policies.	TBD.
	✓ Develop electronic case file tools.	TBD.
	✓ Develop procedures to move the court to a "paper on demand" culture.	TBD.

E-Filing Area	E-Filing Issue	JCC Decision
Which Case Types	✓ Assess the feasibility of e-filing for given case types.	TBD.
	✓ Understand the benefit potential.	TBD.
	✓ Understand the costs.	TBD.
	✓ Prioritize case types.	TBD.
	✓ Determine an implementation strategy for expansion.	TBD.
Mandatory or Voluntary	✓ Determine whether the court will mandate e-filing for any subset of cases.	TBD.
	✓ Determine what exceptions will be allowed.	TBD.
	✓ Develop a process for exception handling.	TBD.
	✓ Determine use of e-filing versus e-services versus receipt of e-service.	TBD.
SRLs	✓ Explore partnership opportunities with legal services agencies.	TBD.
	✓ Consider recommendation of “Principles and Best Practices For Access-Friendly Court Electronic Filing” (LSC, 2012).	TBD.
	✓ Determine what exceptions will be made for SRLs.	TBD.
	✓ Document and communicate exceptions to SRLs.	TBD.
	✓ Train operations staff on the procedure.	TBD.
Government Agencies	✓ Determine government agencies impacted by e-filing effort.	TBD.
	✓ Determine whether government agencies will be required/encouraged to e-file.	TBD.
	✓ Determine whether preferential pricing for government agencies will be explored with EFSPs.	TBD.
Local Rules	✓ Determine the local rule changes required to support your implementation.	TBD.
	✓ Post rules for public comment.	TBD.

E-Filing Area	E-Filing Issue	JCC Decision
Convenience Fees	✓ Determine level of court involvement in establishing fees.	TBD.
	✓ Determine what role, if any, the court will play in pricing changes.	TBD.
Cost Recovery	✓ Determine whether the court will attempt to recover costs.	TBD.
	✓ Determine the amount of and duration of cost recovery.	TBD.
Fee Waivers	✓ Determine how to handle fee waivers.	TBD.
	✓ Incorporate appropriate language into the EFSP agreement.	TBD.
Configuration and Test		
Clerk Review	✓ Determine who will provide clerk review responsibilities.	TBD.
	✓ Determine what documents, if any, will bypass clerk review.	TBD.
	✓ Determine filings eligible for priority processing.	TBD.
E-Service and Court Noticing	✓ Determine how the court will maintain and publish the e-service list.	TBD.
	✓ Determine if the court will use e-service for court noticing.	TBD.
Case-Related Web Services	✓ Determine with the EFSP what Web services will be built.	TBD.
	✓ Adhere to standards (national or local) as appropriate.	TBD.
	✓ Design, build, test, and implement your Web services.	TBD.
	✓ Determine your ongoing support processes for Web services.	TBD.
Judicial Decision Support Tools	✓ Obtain judicial commitment to go paperless or paper on demand.	TBD.
	✓ Determine what functions judicial officers need in an on-line decision-support tool.	TBD.
	✓ Determine what, if any, additional hardware (e.g., laptops, dual monitors, high-speed printers) or software (e.g., Adobe Professional) is required to support judicial officers and e-filing clerks.	TBD.

E-Filing Area	E-Filing Issue	JCC Decision
	✓ Borrow, buy, or build a solution.	TBD.
	✓ Determine your ongoing support commitment.	TBD.
Onboarding the EFSPs	✓ Determine the costs associated with EFSP solution setup.	TBD.
	✓ Determine what testing will be required.	TBD.
	✓ Develop testing scripts.	TBD.
	✓ Test, test, and test.	TBD.
Ongoing Support	✓ Determine the ongoing costs of e-filings (hardware, software, and vendor).	TBD.
	✓ Determine the ongoing support approach (labor).	TBD.
	✓ Secure funding through the budget process.	TBD.
Payment Processing	✓ Design your accounting processes.	TBD.
	✓ Determine allowable payment methods and appropriate processes.	TBD.
	✓ Determine who will pay the merchant fees.	TBD.
	✓ Determine payment settlement terms of the EFSP with the court.	TBD.
Accounting	✓ Design the accounting reconciliation report with the EFSPs.	TBD.
Operations	✓ Determine whether the e-filing unit will be centralized or decentralized.	TBD.
	✓ Determine whether specialized processing is possible and/or desired.	TBD.
	✓ Establish the operational turnaround time goal.	TBD.
	✓ Determine whether you will stagger shifts or have staff work on weekends.	TBD.
	✓ Train staff.	TBD.
EFSP Compliance, Coordination, and Management	✓ Determine frequency of meetings with EFSPs – individually and as a group.	TBD.
	✓ Design a common meeting format.	TBD.
	✓ Schedule/conduct the meetings.	TBD.

E-Filing Area	E-Filing Issue	JCC Decision
Training		
Marketing	✓ Determine the marketing strategy – with or without the EFSPs.	TBD.
	✓ Schedule educational and awareness sessions with the legal community.	TBD.
	✓ Work through bar associations and legal secretary associations.	TBD.
	✓ Create awareness at the courthouse.	TBD.
Filer Training	✓ Determine whether the court will offer any training.	TBD.
	✓ Work with EFSPs to ensure that ample training opportunities are provided to law firms that want training.	TBD.